

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiff **INES ABID** (“Plaintiff”) and Defendant **TEEMA, INC.** (“Defendant”), in the matter pending before the San Diego Superior Court, Case No. 37-2021-00039986-CU-OE-CTL. Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$16,500. All Administration Costs shall be paid from the Gross Settlement Amount.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed 33.33% of the Gross Settlement Amount or \$216,645, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount.
- D. **Class**: All California citizens who worked for Defendants as non-exempt employees in California at any time during the four-year period preceding the filing of the Complaint and continuing through the end of the Class Period as defined below.
- E. **Class Counsel**: Nicholas J. Ferraro and Lauren N. Vega of Ferraro Vega Employment Lawyers, Inc.
- F. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- G. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval. The Class Notice shall be mailed in a Class Notice Packet that also includes a Request for Exclusion Form, attached as **Exhibit B**.
- H. **Class Period**: The time period from September 20, 2017 through the earlier of the date of Preliminary Approval or July 19, 2022.
- I. **Class Representative or Plaintiff**: Ines Abid.

- J. **Class Representative General Release Payment/Service Payment:** The amount the Court awards to Plaintiff Abid for her execution of a broader general release of claims against Defendant than Participating Class Members, as defined below, which will not exceed \$10,000. This payment shall be paid from the Gross Settlement Amount and is being offered in consideration for the Plaintiff executing a general release against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share.
- K. **Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of verified litigation costs, which shall not exceed \$20,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Counsel for Defendant:** Attorneys Amy Lessa, Boris Sorsher, and Lauren Bushman of Fisher Phillips LLP.
- M. **Defendant:** TEEMA, Inc.
- N. **Disbursement of the Settlement:** The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, no later than thirty (30) calendar days after the Effective Final Settlement Date, as defined below, the Settlement Administrator shall disburse the (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to PAGA Members, as approved by the Court.
- O. **Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement.
- P. **Funding of Settlement:** Defendant shall deliver to the Settlement Administrator the Gross Settlement Amount within twenty (20) days of the Effective Final Settlement Date.
- Q. **Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.

- R. **Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). In addition to the amount needed for Defendant's portion of employer payroll taxes on the wage portion of the Individual Settlement Shares, and subject to increase by the Escalator Clause, the GSA is the gross amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to PAGA Members, as approved by the Court. All settlement amounts paid are non-reversionary in nature.
- S. **Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- T. **LWDA:** California Labor and Workforce Development Agency.
- U. **Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative General Release Payment, the portion of the PAGA Payment paid to the LWDA, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount, whereas the payment of employer-side taxes on the portion of the settlement shares earmarked as wages will be paid separately. Thus, the individual settlement shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.
- V. **PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- W. **PAGA Members:** Each person eligible to participate in this Settlement who has worked for Defendant in California during the PAGA Period as defined below.
- X. **PAGA Period:** The time period from August 30, 2020 through the earlier of the date of Preliminary Approval or July 19, 2022.

- Y. PAGA Payment:** The PAGA Payment consists of \$15,000.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75%) of the PAGA Payment (\$11,250) shall be paid to the LWDA, and twenty-five percent (25%) (\$3,750) of the PAGA Payment shall be part of the Net Settlement Amount distributed to PAGA Members.
- Z. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- AA. Parties:** Plaintiff Ines Abid as Class Representative, and TEEMA, Inc.
- BB. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- CC. Released Claims:** As of the Effective Final Settlement Date, Class Members who do not opt out of the settlement will release the Released Parties, defined below, from any and all claims that were alleged or that could have been alleged based on the facts of the complaint filed in the matter as well as the LWDA letters dated August 30, 2021 and September 20, 2021, including without limitation, any and all claims for alleged unpaid wages, unpaid minimum wages, unpaid overtime, regular rate compensation, unpaid meal or rest break premiums, itemized wage statement penalties, untimely payment of wages, pay period violations, paid sick leave violations, supplemental sick leave violations, unreimbursed business expenses, unlawful withholdings, waiting time penalties under the California Labor Code and Business & Professions Code (including Section 17200, et seq.); claims for penalties under the Private Attorneys General Act (as provided below); claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties.
- DD. Release of PAGA Claims:** As of the Effective Final Settlement Date, this Settlement forever bars Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any other PAGA Member from pursuing or recovering under any action under the Private Attorneys General Act against the Released Parties based on or arising out of the alleged facts and allegations of the LWDA letters dated August 30, 2021 and September 30, 2021, as well as the complaint filed in this matter.
- EE. Released Parties:** Defendant, and any and all of its former, present and future owners, parents, subsidiaries, affiliates, end clients, client companies and/or any entity through or at which Defendant has placed a Class Member to provide services, (including but not limited to all entities listed in the plaintiff's LWDA notices), and their officers, directors, employees, partners, shareholders, attorneys, insurance companies and agents, and any other successors, assigns, or legal representatives.

- FF. Release Period:** Participating Class Members will release the above claims against Defendant for the time period of September 20, 2017, through the end of the Class Period. PAGA Members will release the above claims for the PAGA Period.
- GG. Response Deadline:** Forty-five (45) calendar days from the initial mailing of the Notice.
- HH. Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.
- II. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Phoenix Settlement Administrators.
- JJ. Superior Court:** The State of California, County of San Diego, Case No. 37-2021-00039986-CU-OE-CTL.

II. RECITALS

- A.** The Action was filed by Plaintiff Ines Abid in the Superior Court of San Diego County on September 20, 2021. The complaint alleged causes of action on behalf of Plaintiff and those similarly situated hourly/non-exempt employees for Failure to pay all regular and minimum wages; Failure to pay all overtime wages; Meal period violations; Rest period violations; Untimely Payment of Wages; Wage statement violations; Waiting time penalties; Failure to reimburse business expenses; Paid sick leave violations; Supplemental sick leave violations; and Violations of the unfair competition law.
- B.** On November 5, 2021, Plaintiff filed a First Amended Complaint which added PAGA causes of action for civil penalties.
- C.** On December 13, 2021, Defendant filed an answer.
- D.** The Parties agreed to attend early mediation with mediator Steve Pearl, Esq. via videoconference on April 19, 2022. With the assistance of a mediator's proposal from Mr. Pearl, the Parties reached and memorialized a binding settlement to globally resolve all class and representative wage and hour claims asserted in the operative Complaint and LWDA letters.

- E. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- F. Defendant's Reasons for Settlement.** Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- G. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.
- H. Plaintiff's Claims.** Plaintiff asserts that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Plaintiff, Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, including payroll taxes, that Defendant is obligated to pay under this Settlement Agreement is Six Hundred Fifty Thousand Dollars and Zero Cents (\$650,000.00). Defendant's portion of employer payroll taxes on the wage portion of the Individual Settlement Shares shall be paid separate from and in addition to the GSA. The GSA may be increased by the Escalator Clause.
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.
- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Ines Abid shall be appointed as representative for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.
- 1. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendant in California based on the Class data provided by Defendant, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of

weeks that he or she worked. The same methodology shall apply to PAGA Members based on pay periods worked during the PAGA Period with respect to payment of their respective portions of the PAGA Payment.

2. **Tax Withholdings.** Each putative class member's gross settlement award will be apportioned as follows: 15% W2 wages, and 85% penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Defendant's share of payroll taxes shall not be paid out of the GSA or NSA, but shall be paid separately and additionally by Defendant to cover Defendant's portion of employer payroll taxes on the wage portion of the Individual Settlement Shares. All PAGA Payments paid to PAGA Members shall be paid as penalties reported by IRS 1099 form.

G. Constituents of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To the Named Plaintiff:** In addition to her Individual Settlement Share, and subject to the Court's approval, the named Plaintiff, Ines Abid, will receive up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in consideration for providing Defendant a General Release, a release that is broader than the claims released by other Participating Class Members. The Settlement Administrator will pay the Class Representative General Release Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative General Release Payment. An IRS Form 1099 will be issued to the Plaintiff with respect to his General Release Payment.
2. **To Class Counsel.** Class Counsel will apply to the Court for a total Attorney Fee Award not to exceed thirty-three and a third percent (33.33%) or \$216,645 of the GSA and a Cost Award not to exceed \$20,000. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or

Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, and subject to Plaintiff's right to appeal any such award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' portion of payroll withholding taxes and forward the amounts to the appropriate taxing authorities.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$16,500. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
5. **To the LWDA and PAGA Members.** The Settlement Administrator will pay \$15,000 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the First Amended Complaint. Seventy-five percent (75%) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment shall be part of the Net Settlement Amount distributed to PAGA Members.
6. **To Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Net Settlement Amount.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Phoenix Settlement Administrators shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Putative Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for

exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the NSA as a result of uncashed checks to the *cy pres* beneficiaries as stated herein pursuant to California Code of Civil Procedure section 384; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.

- I. Escalator Clause.** At the time of mediation, Defendant estimated that the Class Members collectively worked approximately 13,125 Class Weeks (“Projected Class Weeks”) as of February 5, 2022. If the total number of workweeks as of February 5, 2022 exceeds these workweek totals for the Projected Class Weeks by 10% or more, the Gross Settlement Amount will increase proportionately for each additional workweek, such that if the number of workweeks increases by 11%, the increase in the settlement amount is 1%.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- b. At the Preliminary Approval hearing, the Plaintiff will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- c. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall be determined by the Court, and the Court’s determination on these amounts shall be final and binding, and that the Court’s approval

or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative General Release Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancements.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a.** Within approximately twenty (20) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of weeks during which the Class Member performed any actual work during the Class Period as a member of the Class and PAGA Period, as applicable, as a PAGA Member ("Database"). If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace to run the data from Defendant's records to ascertain the proper mailing address for all Class Members and will use the most recent address from those records and/or Defendant's records for purposes of notice. The Database shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
- b.** Within Twenty-One (21) days after receipt of the Database from Defendant, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendant and the results of the skip trace performed on all former Defendant employee Class Members.
- c.** If a Class Notice is returned because of an incorrect address, within seven (7) days from receipt of the returned Notice, the

Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. The Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

- d. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion/objections received.
 - e. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
3. **Objections to Settlement.** The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.
- a. **Format.** Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and

correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

- b. Notice of Intent to Appear.** Class Members who timely file valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, postmarked no later than the Response Deadline.

- 4. Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

- a. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

- b. Termination of Settlement.** Defendant shall have the right to void this Joint Stipulation and Settlement Agreement if more than 10% of the putative Class Members submit a proper and timely Exclusion. Should Defendant make this election, it shall do so and notify the plaintiff and the Court no later than 7 days after the Response Deadline,, and Defendant shall bear all costs incurred in settlement administration incurred up to that point.

- c. Report.** No later than seven (7) days after the Response Deadline, the Settlement Administrator will provide the Parties with a

complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion, along with the full names of all individuals who submitted valid Requests for Exclusion, such that the names of those opt outs may be included in the court's final order or judgment as non-participants in the Class Settlement.

- 5. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

6. Motion for Final Approval.

- a.** Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative General Release Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.
- b.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative General Release Payment, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph. In addition, if the Court fails to approve this Settlement for any reason, the Settlement shall be considered void *ab initio* and shall be of no

force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever and the operative complaint shall revert to the complaint on file prior to the execution of this Settlement Agreement.

- c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

7. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, a reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share. Should there be a material modification of the trial court's grant of final approval, the Settlement shall be considered void *ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever and the operative complaint shall revert to the complaint on file prior to the execution of this Settlement Agreement.

8. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendant can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** Defendant shall deliver to the Settlement Administrator the Gross Settlement Amount within twenty (20) days of the Effective Final Settlement Date.

- b. Disbursement:** No later than thirty (30) calendar days after the Effective Final Settlement Date, the Settlement Administrator shall disburse the (1) the Net Settlement Amount to be paid to Participating Class Members, including the PAGA Payment; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative General Release Payment paid to the Class Representative, as approved by the Court; (4) Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to PAGA Members, as approved by the Court.
- 9. Uncashed Checks.** Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will pay the amount of the Individual Settlement Share in the Participating Class Member's name to the California State Controller's Office's Unclaimed Property Division so that the Participating Class Member will have his or her Individual Settlement Share available to him or her per the applicable claim procedure to request that money from the State of California. Under this procedure, no amount of the settlement shall revert to Defendant.
- 10. Final Report by Settlement Administrator.** Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.
- 11. Defendant's Legal Fees.** Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Amount.
- K. Release of Claims.** As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims for the Released Period. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.
- L. Plaintiffs' Release of Claims and General Release.** As of the Effective Final Settlement Date, and in exchange for the Class Representative General Release

Payment to the Plaintiff in an amount not to exceed \$10,000.00 (Ten Thousand Dollars and No Cents), the Plaintiff shall give the following general release of claims for herself and her respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This release excludes any release of any claims not permitted to be released by law.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative General Release Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative General Release Payment and/or

Individual Settlement Shares paid to Plaintiffs or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative General Release Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
4. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
6. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest. Counsel for all Parties may amend or modify this

Agreement as needed without signatures from their respective clients. The Parties agree that this Agreement may be signed electronically.

7. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
8. **No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
10. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such personal tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such personal income taxes.
12. **Jurisdiction of the Superior Court.** The Superior Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
13. **Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible

consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

15. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties execute this Agreement.

Dated: May __, 2022

INES ABID

Dated: May __, 2022

TEEMA, Inc.



Name: Steve Reimer

Title: Chief Operating Officer for TEEMA, Inc.

consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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IV. EXECUTION BY PARTIES

The Parties execute this Agreement.

Dated: May¹⁹__, 2022

INES ABID

Ines abid

Dated: May __, 2022

TEEMA, Inc.

Name: Steve Reimer

Title: Chief Operating Officer for TEEMA, Inc.

Approved as to Form by Counsel:

Dated: May 17, 2022

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**



Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
Attorneys for Plaintiff, as an individual and on behalf
of all others similarly situated

Dated: May __, 2022

FISHER PHILLIPS LLP

Amy Lessa, Esq.
Boris Sorsher, Esq.
Lauren Bushman, Esq.
Attorneys for Defendant

Approved as to Form by Counsel:

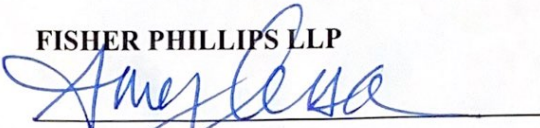
Dated: May ___, 2022

**FERRARO VEGA EMPLOYMENT
LAWYERS, INC.**

Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
Attorneys for Plaintiff, as an individual and on behalf
of all others similarly situated

Dated: May 19, 2022

FISHER PHILLIPS LLP



Amy Lessa, Esq.
Boris Sqrsher, Esq.
Lauren Bushman, Esq.
Attorneys for Defendant

EXHIBIT A

Notice of Proposed Class Action Settlement

Ines Abid v. TEEMA, Inc.
SAN DIEGO COUNTY SUPERIOR COURT
Case No.: 37-2021-00039986-CU-OE-CTL

This is a court-authorized notice. Please read it carefully.

You may be entitled to receive money from this proposed class action settlement.
Your legal rights are affected whether you act or not.

BASIC INFORMATION

1. Why did I get this notice?

You received this notice because employment records from TEEMA, Inc. indicate you were employed by TEEMA as a non-exempt employee in California at some point during the “Class Period” of September 20, 2017 through [insert earlier of: date of preliminary approval or July 19, 2022]. As a result of your employment, you are a Class Member in this class action lawsuit. As a Class Member, the Court has ordered that this notice be sent to you to: (1) inform you of the settlement of this class action lawsuit; (2) inform you of your legal rights under the Settlement; and (3) advise you of how you can participate, exclude yourself, or object to the Settlement. This is not a lawsuit against you, and you are not being sued. This is not a solicitation from a lawyer, but a court-authorized notice to apprise you of your legal rights.

2. What is this lawsuit about?

The lawsuit alleges the following claims against TEEMA: (1) Failure to pay all regular and minimum wages; (2) Failure to pay all overtime wages; (3) Meal period violations; (4) Rest period violations; (5) Untimely Payment of Wages; (6) Wage statement violations; (7) Waiting time penalties; (8) Failure to reimburse business expenses; (9) Paid sick leave violations; (10) Supplemental sick leave violations; (11) Violations of the unfair competition law; and (12) Enforcement of Labor Code § 2968 et seq. (PAGA).

TEEMA denies it did anything wrong and contends that it did not commit any Labor Code violations whatsoever.

3. What is a class action?

In a class action lawsuit, a person called a Class Representative sues on behalf of other people who may have similar claims. The people with similar claims are called Class Members and together they make up the Class. In a class action, the Court resolves the issues for all Class Members, except for those who take action to exclude themselves from the Class. A Class Member is bound by the determination or judgment entered in the case, whether the Class wins or loses, and may not file their own lawsuit on the same claims that were decided in the class action, unless the Class Member excludes themselves. Here, the Court preliminarily approved the Settlement and appointed Plaintiff Ines Abid as the Class Representative.

4. Why is there a settlement?

Plaintiff and TEEMA have entered into a proposed settlement that has been preliminarily-approved by the Court. The Court did not hold a trial to decide in favor of Plaintiff or TEEMA. Instead, both sides agreed to a settlement that they believe is fair, reasonable, and adequate under the circumstances. In agreeing to settle this lawsuit, both sides avoided the significant costs of a trial and Class Members will receive compensation without any determination of wrongdoing by TEEMA.

WHO IS INCLUDED IN THE SETTLEMENT?

To receive a portion of the Settlement, you must be a Class Member.

5. How do I know if I am a Class Member?

You have received this Notice because TEEMA's employment records indicate that you are a Class Member. You are a Class Member if you were employed by TEEMA as a non-exempt employee in California at some point during the Class Period of September 20, 2017 through [insert earlier of: date of preliminary approval or July 19, 2022]. The Class does not include any person who signed a severance agreement and general release of claims with TEEMA, unless they were rehired or continued employment with TEEMA after signing a severance agreement.

THE LAWYERS REPRESENTING YOU

6. Do I have a lawyer in this case?

The Court appointed Nicholas J. Ferraro and Lauren N. Vega of Ferraro Vega Employment Lawyers, Inc. to serve as Class Counsel, and to represent you and other Class Members. Class Counsel may be reached at:

Ferraro Vega Employment Lawyers, Inc.
3160 Camino del Rio South, Suite 308
San Diego, CA 92108
www.ferrarovega.com

You will not be charged for their services. Instead, Class Counsel will request to be compensated directly from the Settlement, as discussed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT ARE THE TERMS OF THE SETTLEMENT?

7. What does the Settlement provide?

TEEMA has agreed to pay up to \$650,000, in addition to any employer-side payroll taxes due, (the "Gross Settlement Amount") to settle this lawsuit. Before any payments will be made to Class Members, however, the following deductions will be made from the Gross Settlement Amount:

- Settlement Administration Costs: For its work administering the Settlement, Phoenix Settlement Administrators will charge an amount not to exceed \$16,500.
- Class Representative's Service Award: For her effort prosecuting this action and for acting as the representative on behalf of the Class, Ines Abid will request a Class Representative Service Award in an amount not to exceed \$10,000.
- Attorneys' Fees and Expenses: Class Counsel will request a payment from TEEMA of \$216,645 in attorneys' fees and reimbursement of actual litigation costs, not to exceed \$20,000. Class Members are not personally responsible for paying Class Counsel's attorneys' fees or costs.
- PAGA Payment: \$15,000 will be paid for the PAGA penalties (75% to the Labor and Workforce Development Agency and 25% to the PAGA Members).

8. How will Class Counsel be paid?

Class Counsel undertook this case on a contingency basis, that is, without receiving any payment up front. Now, having successfully resolved this action on behalf of the Class, Class Counsel will ask the Court to approve payment by TEEMA of \$216,645 for attorneys' fees and reimbursement of up to \$20,000 in verified litigation costs.

9. How will my payment be calculated?

After deducting the items listed in Section 8 from the Gross Settlement Amount, the amount remaining is the "Net Settlement Amount," the full amount of which will be allocated to Class Members who do not request exclusion. Your share of the Net Settlement Amount will depend on the number of weeks that you worked for TEEMA in California as a Class Member during the Class Period.

The value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Each Participating Class Member (i.e., those who do not request exclusion) will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for TEEMA in California during the Class Period, divided by (ii) the total number of weeks worked by all Participating Class Members during the Class Period, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation.

10. How much will I receive?

TEEMA's records show that you worked a total of [est. amount] workweeks as a Class Member in California during the Class Period, which means you will receive an amount currently estimated to be: \$[est. amount], less applicable taxes and payroll deductions. (*Please note: You may have worked for TEEMA before or after the Class Period, but that time is not included for purposes of this settlement.*)

If you believe in good faith that the number of workweeks listed above is incorrect, you must contact the Settlement Administrator and provide documentation that you believe demonstrates that those calculations are incorrect and authorize the Settlement Administrator to review your records and related documents. The number of workweeks stated herein is presumed to be correct unless the documents you submit (e.g., wage statements or paystubs from TEEMA) substantiate that the

calculations provided are inaccurate. Any such dispute must be mailed to the Settlement Administrator, postmarked by [45 days from date of mailing of notice] and mailed to the designated address for the Settlement Administrator.

If you do not provide any documents or other evidence to support your challenge, the Settlement Administrator may reject your challenge.

11. How do I receive my payment?

You do not have to do anything to receive payment. If the Court grants final approval of the Settlement, the Settlement Administrator will automatically send you your Settlement Award checks to the mailing address in this letter as long as you do not request to be excluded from the Settlement. Please make sure that the Settlement Administrator has your correct mailing address. Please contact the Settlement Administrator immediately if you need to update your mailing address.

12. When do I get my payment?

The Court will hold a hearing on [DATE OF FINAL APPROVAL HEARING] to decide whether to approve the Settlement. If the Court approves the Settlement, the Settlement Administrator will mail your check 30 days after the date the Court grants final approval of the Settlement.

You must cash your check within 180 days from the date the check is mailed. If you do not cash your check within 180 days, you will forfeit the amount of that check and will be required to request the unclaimed property from the California State Controller's Unclaimed Property Division. For more information about this process for uncashed checks, please visit https://www.sco.ca.gov/upd_msg.html.

13. Are there tax consequences if I receive my payment?

The payments you receive based on the number of workweeks you worked will be allocated: 15% to wages and 85% to interest and penalties. The portion of your payments representing wages will be subject to regular tax withholding and will be reported on an IRS Form W-2. The Settlement Administrator will send all related employment tax withholdings to the proper state and federal taxing authorities. The portion of your payment representing interest and penalties will be reported on a Form 1099, with the required copies of the Form 1099 provided to the proper taxing authorities. You are ***encouraged*** to consult with your tax advisor concerning the tax consequences of the payments that you receive under the Settlement.

14. What am I giving TEEMA to get a payment or stay in the Class?

Unless you exclude yourself from the Class, you will remain a Class Member, which means you will not be able to sue or be part of any other lawsuit against TEEMA about the legal issues in this case. It also means that you will agree to the "Release" set forth below:

RELEASE

As of the Effective Final Settlement Date, Class Members who do not opt out of the settlement will release the Released Parties, defined below, from any and all claims that were alleged or that could have been alleged based on the facts of the complaint filed in the matter as well as the LWDA letters dated August 30, 2021 and September 20, 2021, including without limitation, any and all claims for alleged unpaid wages, unpaid minimum wages, unpaid overtime, regular rate compensation, unpaid meal or rest break premiums, itemized wage statement penalties, untimely payment of wages, pay period violations,

paid sick leave violations, supplemental sick leave violations, unreimbursed business expenses, unlawful withholdings, waiting time penalties under the California Labor Code and Business & Professions Code (including Section 17200, et seq.); claims for penalties under the Private Attorneys General Act (as provided below); claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties.

RELEASED PARTIES

Defendant, and any and all of its former, present and future owners, parents, subsidiaries, affiliates, end clients, client companies and/or any entity through or at which Defendant has placed a Class Member to provide services, (including but not limited to all entities listed in the plaintiff's LWDA notices), and their officers, directors, employees, partners, shareholders, attorneys, insurance companies and agents, and any other successors, assigns, or legal representatives.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must return a completed copy of the accompanying Request for Exclusion form to the Settlement Administrator, postmarked by the Response Deadline of **[45 days from date of mailing]**. The Settlement Administrator's address is set forth below:

Ines Abid v. TEEMA.com, Inc. Settlement Administrator

c/o <<TPA>>

<<address>>

If you ask to be excluded, you will not receive any money from the Settlement and you cannot object to the Settlement. Class Counsel will not represent you in this lawsuit if you request to be excluded.

16. If I exclude myself, can I get money from this Settlement?

No. If you exclude yourself, **you will not receive any money from this Settlement**. If you exclude yourself from the Settlement, you keep the right to sue TEEMA on your own, separate from this lawsuit, and at your own expense.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I don't like the Settlement?

If you are a Class Member and you wish to object to the Settlement, you may send a written objection to the Settlement with the Settlement Administrator no later than <<**30 days from mailing**>> and/or object at the time of the Final Approval Hearing. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement, you may enter an appearance at the Final Approval Hearing *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire separately.

If you wish to object, make sure that your objection includes your full name (and former names, if any), address, telephone number, the last four digits of your social security number, the case name and number, your signature, the factual basis for the objection with any supporting legal arguments,

documents or evidence to the extent intended to be submitted to the Court, and, if you are represented by counsel, the name, phone number, mailing address, and email address of such counsel. You must mail any written objection to the Settlement Administrator no later than <<30 days from mailing>>. The Settlement Administrator's address is: [address]

THE COURT'S FAIRNESS HEARING

18. When will the court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at <<time>> a.m. on <<date>>, at San Diego County Superior Court, 330 West Broadway, San Diego, California, 92101, in Courtroom C-60. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval of the Settlement.

19. Do I have to come to the hearing?

No, ***you do not have to attend the hearing***, but you are welcome to attend. If you file an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend if you wish.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a member of the Class and you do nothing, you will receive payment for your portion of the settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against TEEMA involving the released claims for the time period covered by this case.

GETTING MORE INFORMATION

21. How can I get more details about the Settlement?

For more information about the Settlement, you may contact the Settlement Administrator or you may go to the Court Clerk's office, located at 3330 West Broadway Suite 240, San Diego, CA 92101, during regular business hours and view the Court file *Ines Abid v. TEEMA.com, Inc.*, Case No. 37-2021-00039986-CU-OE-CTL, or access the case file on-line through the Court's website at: <https://roa.sdcourt.ca.gov/roa/>

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE JUDGE.

You may direct all questions to the Settlement Administrator at [SETTLEMENT ADMIN NUMBER].

EXHIBIT B

Request for Exclusion Form
(“Opt Out” Request)

Ines Abid v. TEEMA, Inc.
SAN DIEGO COUNTY SUPERIOR COURT
Case No.: 37-2021-00039986-CU-OE-CTL

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments in this Settlement.

By providing my information, I affirm I want to opt-out of the class action settlement. To “opt out,” this form must be postmarked no later than **[INSERT DATE]** and mailed via regular U.S. Mail to the following address:

[ADMINISTRATOR]
[INSERT ADMINISTRATOR ADDRESS]
[INSERT ADMINISTRATOR ADDRESS]

I confirm that I have received and reviewed the Notice of Proposed Class Action Settlement in this action. I have decided to be excluded from the class, and I have decided **not** to participate in the proposed settlement.

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

(Type or print name and former name(s))

(Telephone Number)

(Address)

(Address continued)