

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Joint Stipulation and Settlement Agreement (“Stipulation” or “Agreement”) is between Plaintiffs Jose Rivera, Chad Turina, and Jorge Lopez (collectively referred to herein as “Plaintiffs”) on behalf of themselves, others similarly situated, and other allegedly aggrieved employees and Defendant ACCO Brands USA, LLC (“Defendant”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.”

I. DEFINITIONS

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

- A. **Administration Costs**: All administrative costs incurred by the Settlement Administrator to administer this Settlement including the cost of notice to the Class Members, settlement administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement, which shall not exceed \$6,000.00. All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, 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 \$306,250.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant.
- D. **Case or Class Action**: The lawsuit entitled *Rivera v. ACCO Brands Corporation*, Case Number CIVDS2020490, currently pending in the Superior Court of California, County of San Bernadino.
- E. **Class**: All current and former non-exempt California employees of Defendant who were employed by Defendant at any time during the Class Period.
- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Jason Rothman of Justice Law Corporation.
- G. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above. The Parties understand there are approximately ninety (90) individuals who fit this definition.
- H. **Class Notice or Notice**: The “Notice of Class Action Settlement” or “Notice” shall mean the notice to be provided to all Class Members regarding the terms

of this Settlement, substantially like the form attached hereto as **Exhibit A**, subject to Court approval. The Notice shall constitute class notice pursuant to California Rules of Court, rule 3.769 (f) and, once approved by the Court, shall be deemed compliant with California Rules of Court, rule 3.766.

- I. **Class Period**: The time period from September 28, 2016 through the date the Court preliminarily approves this Agreement or, in the alternative, if applicable, the date identified pursuant to section III (N)(19)(b) of this Agreement.
- J. **Class Representatives or Plaintiffs**: Jose Rivera, Chad Turina, and Jorge Lopez.
- K. **Class Representative Enhancement Payments**: The amounts the Court awards to Plaintiffs for their service as the Class Representatives, which will not exceed (i) \$10,000.00 to Plaintiff Jose Rivera; (ii) \$10,000.00 to Plaintiff Jorge Lopez; and (iii) \$7,500.00 to Plaintiff Chad Turina. These payments shall be paid from the Qualified Settlement Fund and will not be opposed by Defendant. The Class Representative Enhancement Payments are subject to the approval of the Court. 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. **Complaint**: The operative Second Amended Complaint filed by Plaintiffs Jose Rivera, Chad Turina, and Jorge Lopez in the Superior Court of California, County of San Bernadino, on [REDACTED], in the case entitled *Rivera v. ACCO Brands Corporation*, Case Number CIVDS2020490.
- M. **Cost Award**: The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, to be proven at the time of final approval, which shall not exceed \$20,000.00. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendant. 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.
- N. **Counsel for Defendant**: Attorneys Lynne C. Hermle, Joseph C. Liburt, and Natasha L. Domek of Orrick, Herrington & Sutcliffe LLP.
- O. **Court or Superior Court**: The Superior Court of California, County of San Bernardino.
- P. **Defendant**: ACCO Brands USA, LLC.
- Q. **Effective Final Settlement Date**: The later of the following: (i) the expiration of the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has lapsed without any appeal, writ or other appellate proceeding

having been filed; (ii) the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) any appeal, writ or the issuance of such other final appellate order upholding the Court's Final Approval Order with no right to pursue further remedies or relief.

- R. **PAGA Members**: The allegedly aggrieved employees eligible to recover the PAGA Payment that consist of all current and former non-exempt California employees of Defendant who were employed by Defendant between September 28, 2019 through the date the Court preliminarily approves this Agreement. ("PAGA Period").
- S. **Exclusion Form**: The Election Not to Participate In ("Opt Out" From) Class Action Settlement, substantially like the form attached hereto as **Exhibit B**, subject to Court approval.
- T. **Final Approval, Final Approval Order, Judgment or Final Judgment**: "Final Approval" or "Final Approval Order" means the final order entered by the Court following the Final Fairness and Approval Hearing. "Judgment" or "Final Judgment" means the final judgment entered by the Court following the Final Fairness and Approval Hearing.
- U. **Gross Settlement Amount**: The total value of the Settlement is a non-reversionary \$875,000.00 or, in the alternative if applicable, the amount identified pursuant to Section III (N)(19)(a). This is the gross amount Defendant can be required to pay under this Settlement Agreement, which shall be allocated to pay : (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and the Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, 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. Defendant's portion of payroll taxes as the Class Members' current and former employer will be paid separate and apart from the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant.
- V. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Participating 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.
- W. **LWDA**: California Labor and Workforce Development Agency.

- X. Net Settlement Amount:** The total amount of money available for payout to Participating Class Members, which is the Gross Settlement Amount less: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Class Representative Enhancement Payments; (4) the Administration Costs; and (5) the PAGA Payment. In other words, the Net Settlement Amount is the portion of the Gross Settlement Amount that will be distributed to Participating Class Members.
- Y. Notice Packet:** The Class Notice and Exclusion Form.
- Z. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
- AA. PAGA Payment:** The PAGA Payment consists of \$50,000.00 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the Class Action. Seventy-five percent (75%) of the PAGA Payment (\$37,500) shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment (\$12,500.00) shall be distributed to PAGA Members, on a pro rata basis, as set forth below. Pursuant to California Labor Code section 2699(1)(2), settlement of a PAGA action must be approved by the Court and a copy of the proposed Settlement will be provided to the LWDA at the same time that it is submitted to the Court. If the LWDA objects to the Settlement, the Parties will meet and confer with the Court and the LWDA to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of this Settlement.
- BB. Participating Class Members:** All Class Members who do not submit valid and timely requests to exclude themselves from the Settlement.
- CC. Parties:** Plaintiffs Jose Rivera, Chad Turina, and Jorge Lopez, individually and as the Class Representatives, and Defendant ACCO Brands USA, LLC.
- DD. Preliminary Approval or Preliminary Approval Order:** The order entered by the Court following the Preliminary Approval Hearing approving the proposed Settlement.
- EE. Qualified Settlement Fund:** A fund within the meaning of Treasury Regulation section 1.46B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, which is established by the Settlement Administrator for the benefit of Class Members, Plaintiffs, and Class Counsel.
- FF. Released Claims:** Upon Defendant's fulfillment of their payment obligations pursuant to Section III (J)(9)(a) below, the claims that Plaintiffs and the other Class Members are releasing in exchange for the consideration provided for by this Agreement are any and all facts and claims asserted or that could have been asserted in the Complaint and Plaintiff Jorge Lopez's PAGA notice sent to the LWDA on December 28, 2021 based upon or arising out of the facts alleged

therein, during the Class Period, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime and double time wages; (3) failure to provide compliant rest breaks and pay premium wages for noncompliant rest breaks; (4) failure to provide compliant meal breaks and pay premium wages for noncompliant meal breaks; (5) failure to provide compliant wage statements; (6) failure to timely pay wages; (7) failure to reimburse business expenses; (8) failure to properly calculate and pay sick leave; (9) failure to provide one day's rest in seven (7) days; (10) related PAGA penalties; and (11) violation of Business & Professions Code sections 17200, *et seq.*

GG. Released Parties: Defendant and its present and former parents, owners, subsidiaries, and any affiliated or related persons or entities, including Acco Brands Corporation, and each of their respective officers, directors, employees, partners, shareholders, insurers, attorneys, and agents, and any other successors, assigns, or legal representatives.

HH. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice Packet.

II. Settlement Administration: The Settlement Administrator will conduct a skip trace for the addresses of all former employee Class Members. The Settlement Administrator will mail the Notice Packet by first-class U.S. mail to all current employee Class Members at the addresses Defendant has on file for those Class Members and to all former employee Class Members at the addresses obtained via skip trace. The Notice Packet will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt out (exclude themselves) of the Settlement. Any Class Member who does not receive a Notice Packet after the Settlement Administrator has taken the steps outlined above will still be bound by the Settlement and/or Judgment.

JJ. Settlement Administrator: The third-party administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc. ("ILYM Group").

II. RECITALS

Procedural History. On September 28, 2020, Plaintiff Jose Rivera filed a wage-and-hour class action lawsuit against Defendant ACCO Brands Corporation in the Superior Court of California, County of San Bernadino, entitled *Rivera v. ACCO Brands Corporation*, Case Number CIVDS2020490. The lawsuit alleged the following causes of action: (1) violation of Labor Code section 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code section 226.7 (unpaid rest period premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 226(a) noncompliant wage statements; (7) violation of Labor Code

sections 2800 and 2802 (unreimbursed business expenses); and (8) violation of Business & Professions Code sections 17200, *et seq.*

On August 11, 2021, Plaintiff Jose Rivera filed a First Amended Complaint that added ACCO Brands USA, LLC and Osair Technologies, LLC as defendants. On December 28, 2021, Plaintiff Jorge Lopez sent a letter to the LWDA notifying the LWDA that he intended to pursue a PAGA claim against Defendants for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

After attending a successful arms-length mediation on January 18, 2022 with third-party neutral Deborah Saxe, the Parties reached a settlement of the Class Action and PAGA claims. Pursuant to the stipulation of the Parties and Court Order, Plaintiff Jose Rivera filed a Second Amended Complaint that: (1) added a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA); (2) added Plaintiffs Chad Turina and Jorge Lopez as additional plaintiffs; (3) added allegations regarding sick leave pay; and (4) added day of rest violation contentions. As well, Plaintiff dismissed Defendant Osair Technologies, LLC.

Defendant's Denial of Wrongdoing. Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to all of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that, for any purpose other than settlement, the Class Action is not appropriate for class or representative action treatment. Defendant also asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action. Neither this Agreement nor any document referred to or contemplated herein, nor any statements, discussions, or communications, 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. Nor should the Agreement be construed as an admission that Plaintiffs can serve as adequate Class Representatives. There has been no final determination by any court as to the merits of Plaintiffs' claims asserted against Defendant, as to whether a class or classes should be certified, or as to whether Plaintiffs' claims are representative of others allegedly aggrieved, other than for settlement purposes only.

Plaintiffs' Claims. Plaintiffs assert 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 Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Class Action. However, if this Settlement is finally approved by the Court, Plaintiffs, Class Members, and Class Counsel will not oppose Defendant's or any of the Released Parties' efforts to use this

Agreement to prove that Plaintiffs 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 Gross Settlement Amount is the maximum that Defendant is obligated to pay for any and all purposes under this Settlement Agreement. Defendant's portion of payroll taxes as the Class Members' current and former employer will be paid separate and apart from the Gross Settlement Amount.
- B. Notice to the Labor and Workforce Development Agency ("LWDA").** On December 28, 2021, Plaintiff Jorge Lopez filed and served his Notice of Labor Code Violations Pursuant to Labor Code section 2699.3. Thus, solely for the purpose of this Settlement, Defendant agrees that Plaintiffs have satisfied their notice obligations under PAGA.
- C. 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 for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- D. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. This Stipulation is contingent upon Preliminary and Final Approval and certification of the Class for purposes of this Settlement only. If the Settlement does not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to certification as part of the Settlement shall have no bearing on and 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 Class Action or in any other lawsuit. Defendant reserves the right to oppose class certification and/or to proactively move to deny class certification should this Settlement be materially modified, reversed on appeal, or otherwise not become final.
- E. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs shall be appointed as Class Representatives.
- F. Appointment of Class Counsel.** Solely for the purposes of this Settlement, the Parties stipulate and agree that Class Counsel shall be appointed to represent the Class.
- G. 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. Calculation.

a. 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 as a non-exempt California employee of Defendant during the Class Period, based on the Class Data (defined below) provided by Defendant, (ii) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period based on the same Class Data, which is then (iii) 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 Participating Class Member's Individual Settlement Share is tied directly to the number of weeks he or she worked during the Class Period.

2. Tax Withholdings. Each Participating Class Member's Individual Settlement Share will be apportioned as follows: twenty-five percent (25%) wages and seventy-five percent (75%) interest, penalties, and other non-wages. 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. The amounts paid as interest, penalties, and other non-wages 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. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share. Each PAGA Member's portion of the PAGA Payment will be allocated as one hundred percent (100%) penalties and will be issued an IRS form 1099 if it exceeds \$600.00.

H. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. To the Plaintiffs, Jose Rivera, Chad Turina, and Jorge Lopez. In addition to their respective Individual Settlement Shares and portions of the PAGA Payment, and subject to the Court's approval, Plaintiffs Jose Rivera and Jorge Lopez will each receive up to \$10,000.00 and Plaintiff Chad Turina will receive up to \$7,500.00, as the Class Representative Enhancement Payments. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to Plaintiffs with respect to their Class Representative Enhancement Payments. If the Court does not approve the entirety of the application for

the Class Representatives Enhancement Payments, the Settlement Administrator shall pay whatever amounts 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 Plaintiffs, the differences shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members.

- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed \$306,250.00 and a Cost Award not to exceed \$20,000.00. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount. The Settlement Administrator may purchase an annuity to utilize U.S. 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 these payments. If 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, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. Except as provided herein, each side shall bear its own attorneys' fees and costs.
- 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' and Defendant's portions of payroll withholding taxes.
- 4. To the Settlement Administrator.** The Settlement Administrator – ILYM Group – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court in an amount not to exceed \$6,000.00. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than \$6,000.00, the difference shall become part of the Net Settlement Amount and be available for distribution to Participating Class Members. If the Court does not approve the entirety of the application for the Administration Costs, the Settlement Administrator shall pay to itself whatever amount the Court awards, and neither Defendant nor the Plaintiffs shall be responsible for paying the difference between the amount requested and the amount awarded.

5. To Participating 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 Qualified Settlement Fund.

6. To PAGA Members. The Settlement Administrator shall pay each PAGA Member according to his or her proportional share of the \$12,500.00 of the PAGA Payment allocated to PAGA Members (“Individual PAGA Payment”). This will be based upon the total number of pay periods the PAGA Member worked as a non-exempt California employee of Defendant during the PAGA Period. Each Individual PAGA Payment will be calculated by (i) determining the total number of pay periods during the PAGA Period during which the PAGA Member was employed, (ii) dividing this number by the total number of pay periods during the PAGA Period during which all PAGA Members were employed (*i.e.*, the sum of all pay periods of employment for all PAGA Members), and (iii) multiplying this number by the \$12,500.00 allocated to the PAGA Members. Settlement checks issued to the PAGA Members pursuant to this Agreement shall expire one hundred eighty (180) calendar days after the date they are mailed by the Settlement Administrator. After one hundred eighty (180) calendar days, any unclaimed funds shall be turned over by the Settlement Administrator to the California State Controller: Unpaid Wage Fund.

7. To the LWDA. Seventy-five percent (75%) of the PAGA Payment, or \$37,500.00, shall be paid to the LWDA.

I. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that ILYM Group shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for, among other thing: (a) preparing, translating into Spanish, printing, and mailing the Notice Packet to the Class Members; (b) keeping track of any objections or requests for exclusion from Class Members; (c) performing skip traces and remailing Notice Packets, Individual Settlement Shares and portions of the PAGA Payment to Class Members; (d) calculating any and all payroll tax deductions as required by law; (e) calculating each Participating Class Member’s Individual Settlement Share and each PAGA Member’s portion of the PAGA Payment; (f) providing weekly status reports to Counsel for Defendant and Class Counsel, which are to include updates on any objections or requests for exclusion that have been received; (g) mailing Individual Settlement Shares and portions of the PAGA Payment to Participating Class Members and PAGA Members, respectively; (h) mailing the LWDA’s portion of the PAGA Payment to the LWDA; (i) distributing the Attorney Fee Award and the Cost Award to Class Counsel; (j) printing and providing Class Members and Plaintiffs with W-2 and 1099 forms as required under this Agreement and applicable law; (k) providing a due diligence declaration for submission to the Court upon completion of administration of the Settlement and prior to the Final Approval Hearing; (l) turning over any funds

remaining in the Qualified Settlement Fund at the close of the 180-day period as a result of uncashed checks to the California State Controller: Unpaid Wage Fund; and (m) performing other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in ILYM Group or otherwise have a relationship with ILYM Group that could create a conflict of interest.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a.** Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Notice Packet. Class Counsel shall provide Counsel for Defendant with a draft of this motion at least five business days prior to filing so as to provide Defendant with an opportunity to propose revisions before it is filed.
- b.** At the Preliminary Approval Hearing, Plaintiffs 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 Notice Packet; 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 (including the Gross Settlement Amount, the definition of Released Claims or any language in Sections III (K)-(M)), the Settlement will be null and void, and the Parties will have no further obligations under it. Should this occur, the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. Notwithstanding the foregoing, if the Court orders certain non-material modifications as a condition to granting preliminary approval, the parties shall negotiate in good faith to attempt to preserve the settlement. The amounts of the Attorney Fee Award, the Cost Award, the Administration Costs, and the Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and the Court's approval or denial of any amount requested for these items are not material aspects 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, the Cost Award, the Administration Costs, and the

Class Representative Enhancement Payments shall not operate to terminate or cancel this Agreement.

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

- a.** Within twenty-one (21) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the following information about each Class Member: (1) first and last name; (2) last known mailing address; (3) Social Security Number; (4) hire and termination dates; (5) the total number of weeks during the Class Period during which the Class Member performed any actual work for Defendant as non-exempt California employee; and (6) the total number of pay periods during the PAGA Period during which each PAGA Member performed any work for Defendant as a non-exempt California employee (“collectively “Class Data”). If any or all 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 for the addresses of all former employee Class Members of Defendant. The Settlement Administrator shall also maintain the Class Data and all information contained within the Class Data as private and confidential. This provision will not impede Class Counsel’s ability to discharge their fiduciary duties, including effectuating the terms of this Settlement.
- b.** The Settlement Administrator shall run all addresses contained in the Class Data through the United States Postal Service National Change of Address Database (“NCOA”) (which provides updated addresses for individuals who have moved in the previous four years and who have provided the U.S. Postal Service with a forwarding address) to obtain current address information. The Settlement Administrator will then mail the Notice Packet to the Class Members via first-class regular U.S. Mail using the most current mailing address information available within fourteen (14) calendar days after the receipt of the Class Data from Defendant.
- c.** If a Notice Packet is returned because of an incorrect address, within ten (10) calendar days after receipt of the returned Notice Packet, the Settlement Administrator will conduct a search for a more current address for the Class Member and remail the Notice Packet to the Class Member. The Settlement Administrator will use the NCOA Database and skip tracing to attempt to find the

Class Member's current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet 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 remailing Notice Packets to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Notice Packet shall be remailed to the original address. If the Notice Packet is remailed, the Settlement Administrator will note for its own records the date and address of each remailing. Those Class Members who receive a remailed Notice Packet, whether by skip trace or forwarded mail, will have their Response Deadline to postmark a request for exclusion from or objection to the Settlement extended by ten (10) calendar days from the original Response Deadline. The Settlement Administrator shall mark on the envelope whether the Notice Packet is a remailed packet.

- d. Class Members may dispute the information provided in their Notice Packets. All such disputes must be in writing, postmarked by the Response Deadline, and sent via first-class regular U.S. mail to the Settlement Administrator. To the extent a Class Member disputes the number of weeks or pay periods with which he or she has been credited or the amount of his or her Individual Settlement Share or portion of the PAGA Payment, the Class Member must produce and submit evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative. However, if a Class Member produces evidence rebutting Defendant's records, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks or pay periods with which the Class Member should be credited and/or the amount of the Individual Settlement Share or portion of the PAGA Payment to which the Class Member may be entitled.
- e. If the Settlement Administrator receives an incomplete or deficient request for exclusion, the Settlement Administrator shall send a letter informing the Class Member of the deficiency and shall provide the Class Member fourteen (14) calendar days with which to cure the deficiency. However, the provision of a cure period will not extend the Response Deadline. If the Settlement Administrator does not receive a cured request for exclusion, postmarked on or before the last day of the cure period, the Class

Member will be determined not to have excluded himself or herself from the Settlement and will be bound by the Settlement.

- f. 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 Counsel for Defendant of the number of Notice Packets mailed, the number of Notice Packets returned as undeliverable, the number of Notice Packets remailed, and the number of requests for exclusion received.
- g. No later than fourteen (14) calendar 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) calendar days before the Final Approval Hearing. If any material changes occur after the date of the filing of Settlement Administrator's declaration of due diligence but before the Final Approval Hearing, the Settlement Administrator will supplement its declaration.

3. Objections to Settlement. The Notice Packet will provide that Class Members who wish to object to the Settlement must do so by submitting objections in writing, signed, and dated, to the Settlement Administrator, postmarked no later than the Response Deadline. Class Members who object to this Settlement or any of its terms may not also submit requests for exclusion from this Settlement (*i.e.*, may not opt out of this Settlement). If a Class Member submits both a request for exclusion and a written objection, the request for exclusion will be deemed invalid, and the objection will remain valid. The date the objection is postmarked shall be the exclusive means for determining whether an objection was timely served.

- a. **Format.** For an objection to be valid, it must: (a) state the objecting Class Member's full name, address, and telephone number, as well as the name and address of counsel, if any; (b) include 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 any witness(es) the objecting Class Member may call to testify at the Final Approval Hearing; (e) include true and correct copies of any exhibit(s) the objecting Class Member intends to offer at the Final Approval Hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

- b. Appearance at Final Approval and Oral Objection.** Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objecting Class Member's own counsel, at the Class Member's own expense, and orally object to the Settlement. Any attorney who will represent a Class Member objecting to this Settlement must file a notice of appearance with the Court and serve Class Counsel and Counsel for Defendant no later than fifteen (15) calendar days before the Final Approval Hearing.
 - c.** A Class Member who objects to the Settlement will remain a member of the Settlement, (*i.e.*, a Participating Class Member), and if the Court finally approves the Settlement, the objecting Class Member will be bound by the terms of the Settlement in the same way and to the same extent as those Class Members who do not object.
 - d.** The Parties will be permitted to respond in writing to such objections no later than seven (7) calendar days before the Final Approval Hearing. Plaintiffs waive any right to object to or withdraw from the Settlement and hereby endorse the Settlement as fair, reasonable, adequate and in the best interests of the Class Members.
- 4. Request for Exclusion from the Settlement ("Opt-Out").** The Notice Packet will provide that Class Members who wish to exclude themselves from the Settlement must mail a request for exclusion to the Settlement Administrator. The request for exclusion must: (a) include the Class Member's name and address, and the last four digits of the Class Member's Social Security Number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than the Response Deadline.
 - a. Confirmation of Authenticity.** The date of the initial mailing of the Notice Packet and the date the signed request for exclusion is postmarked shall be conclusively determined according to the records of the Settlement Administrator. 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 and valid executed request for exclusion will not participate in or be bound by the Settlement and Judgment, except as described in Section III (J)(4)(d) below, will not receive an Individual Settlement Share, and will not have any right to object, appeal, or comment thereon. 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 will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement.

- b. Report.** No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets remailed to Class Members, the number of remailed Notice Packets 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.
 - c. Defendant's Option to Terminate.** If ten percent (10%) or more of the Class Members exercise their rights to exclude themselves and opt out of the Settlement, Defendant may, in its sole discretion, unilaterally withdraw from and terminate the Settlement Agreement within fourteen (14) calendar days after the Response Deadline. If Defendant withdraws from the Settlement, no Party may use the fact that the Parties agreed to the Settlement Agreement for any reason. Defendant will be responsible for paying any Administration Costs incurred if Defendant exercises its right to withdraw from the Settlement Agreement under this provision.
 - d. PAGA Members May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any PAGA Member to opt out or otherwise exclude himself or herself from the PAGA portion of the Settlement, which releases the claims enumerated in Section III(L) below ("PAGA Released Claims"). A PAGA Member who submits a timely and valid request for exclusion shall still receive his or her share of the PAGA Payment and shall release the PAGA Released Claims.
- 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 Final Approval Order or Judgment.

6. Motion for Final Approval.

- a.** Upon expiration of the Response Deadline, 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) the Administration Costs; (4) the Class Representative Enhancement Payments; and (5) the PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment), pursuant to which all Class Members shall release all Released Claims. Class Counsel shall provide Counsel for Defendant with a draft of this motion at least five business days prior to filing so as to provide Defendant with an opportunity to propose revisions before it is filed.
- 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 (for example, if the Gross Settlement Amount is changed other than as provided in Section III (N)(19)(a), the definition of Released Claims is changed or if any language in Sections III (K)-(M) is altered), then this Settlement will become null and void. However, the Parties will work together to effectuate the original intent of the settlement agreement before reverting back to their pre-settlement positions. 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. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, the Attorney Fee Award, and/or the Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- c.** Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Class 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. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely

object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

8. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the 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, other than as specifically provided in Section III (N)(19), any changes to the definition of Released Claims and any changes to Sections III (K)-(M).
9. **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 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 Counsel for Defendant and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Counsel for Defendant and Class Counsel.
 - a. **Funding the Settlement:** Within fourteen (14) calendar days after the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund. Defendant shall at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share.
 - b. **Disbursement:** Within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payments, the PAGA Payment, and the Administration Costs, and all applicable taxes. The Settlement Administrator will also forward a check for seventy-five percent (75%) of the PAGA Payment, or \$37,500.00, to the LWDA for settlement of the PAGA claims.

- c. **Qualified Settlement Fund:** The Parties and Settlement Administrator shall treat the Qualified Settlement Fund as coming into existence on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

10. Uncashed Checks. 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 offering 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, within two hundred (200) calendar days after the checks are initially mailed, cancel the check(s), and pay the amount of the Individual Settlement Share(s) to the California State Controller: Unpaid Wage Fund.

11. Final Report by Settlement Administrator. Within ten (10) calendar 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.

12. Defendant's Legal Fees. Defendant is responsible for paying for all its own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Amount.

K. Release of Claims. Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of this Agreement, Plaintiffs and the Participating Class Members will fully and finally release and discharge the Released Parties from the Released Claims.

L. Effect of PAGA Settlement. Upon Defendant's fulfillment of its payment obligations under Section III (J)(9)(a) of this Agreement, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all PAGA Members are barred from pursuing any action for civil penalties under PAGA, Labor Code sections 2698, *et seq.*, against the Released Parties, based on or arising out of the alleged violations of Labor Code sections alleged in Plaintiff Jorge Lopez's PAGA notice sent to the LWDA on December 28, 2021 and the Complaint, and occurring during the PAGA Period.

M. Plaintiffs' Release of Claims and General Release. Upon Defendant's fulfillment of their payment obligations under Section III (J)(9)(a) of this Agreement, in

exchange for the Class Representative Enhancement Payments in an amount not to exceed \$10,000.00 to Plaintiffs Jose Rivera and Jorge Lopez each, and \$7,500.00 to Plaintiff Chad Turina, and in recognition of their work and efforts in obtaining the benefits for the Class and undertaking the risk of paying litigation costs if this matter had not successfully resolved, Plaintiffs hereby provide a general release of claims for themselves and any respective spouse, heirs, successors and assigns, and forever releases, remises, and discharges 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 and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiffs' respective employment with Defendant, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. With respect to the General Release, Plaintiffs stipulate and agree that, as of the Effective Final Settlement Date, Plaintiffs shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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 or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

N. Miscellaneous Terms.

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering 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 Class Action, or that but for the Settlement, a Class should be certified in the Class Action. This Agreement is entered solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended as or will be construed as an admission by Defendant or the Released Parties of liability or wrongdoing. This Settlement and Plaintiffs' and Defendant's willingness to settle the Class 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 amounts paid under this Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy or bonus program sponsored by

Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant's policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies, or bonus programs. Defendant retains the right to modify the language of its benefit plans, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or benefits are not required by this Settlement.

- 3. Publicity.** Plaintiffs and Class Counsel agree that they have not and will not publish the Settlement Agreement, other than by making court filings to effectuate the Settlement. In response to any inquiries, Plaintiffs will state that "the case was resolved, and it was resolved confidentially." Class Counsel shall not report the Settlement Agreement in any medium or in any publication, shall not post or report anything regarding Plaintiffs' or the Class Member's claims or the Settlement Agreement on its website, and shall not contact any reporters or media regarding the Settlement Agreement. Despite this provision, Class Counsel can discuss the Settlement Agreement with Plaintiffs and the Class Members and in any filings with the Court. This provision shall not impede Class Counsel's ability to discharge their fiduciary duties, including effectuating the terms of the Settlement.
- 4. 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. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.
- 5. Authorization to Enter Into Settlement Agreement.** Class Counsel and Counsel for Defendant warrant and represent that they are authorized by the Parties, 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 affect the implementation of the Settlement. If 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.

- 6. 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.
- 7. Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Class Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of

California, without giving effect to any conflict of law principles or choice of law principles.

- 13. 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 Class Action and have arrived at this Agreement through arm's-length negotiations, considering all relevant factors, current and potential.
- 14. 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 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, if any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- 15. Jurisdiction of the Superior Court.** Pursuant to Code of Civil Procedure section 664.6, the 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.
- 16. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the 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. If 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.
- 17. 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.
- 18. Execution in Counterparts.** 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 if the Parties' counsel will exchange between themselves original signed counterparts. Facsimile or

PDF signatures are acceptable. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

19. Escalation Clause. Defendant estimates that Class Members worked approximately 17,000 workweeks between September 28, 2016, and January 18, 2022, and this Settlement was reached based on this estimate. If the number of workweeks worked by Participating Class Members between September 28, 2016 and Preliminary Approval is determined to exceed 18,700 (17,000, plus 10% of 17,000), then Defendant, at its discretion, may elect to: (a) increase the Gross Settlement Amount in proportion to the increased percentage – for example, if such increase in workweeks is fifteen percent (15%) over 17,000 workweeks, the Gross Settlement Amount will increase by five percent (5%); or (b) end the Class Period on the date on which the number of workweeks reaches 18,700.

20. Dismissal of Osair Technologies, Inc. Pursuant to this Agreement, Plaintiffs will take the necessary steps to dismiss their claims against Osair Technologies, Inc. without prejudice.

[SIGNATURES ON NEXT PAGE]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 04/20/2022, 2022

PLAINTIFF JOSE RIVERA



Jose Rivera

Dated: 04/20/2022, 2022

PLAINTIFF CHAD TURINA



Chad Turina

Dated: 04/20/2022, 2022

PLAINTIFF JORGE LOPEZ



Jorge Lopez

Dated: _____, 2022

DEFENDANT ACCO BRANDS USA, LLC

Representative for ACCO Brands Corporation

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2022

PLAINTIFF JOSE RIVERA

Jose Rivera

Dated: _____, 2022

PLAINTIFF CHAD TURINA

Chad Turina

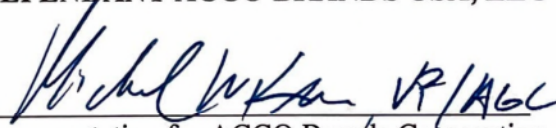
Dated: _____, 2022

PLAINTIFF JORGE LOPEZ

Jorge Lopez

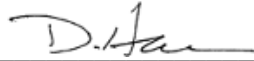
Dated: 4/21, 2022

DEFENDANT ACCO BRANDS USA, LLC


Representative for ACCO Brands Corporation

Dated: April 21, 2022

JUSTICE LAW CORPORATION



Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Rason Rothman, Esq.
Attorneys for Plaintiffs

APPROVED AS TO FORM:

Dated: _____, 2022

ORRICK, HERRINGTON & SUTCLIFFE LLP

Lynne C. Hermle, Esq.
Joseph C. Liburt, Esq.
Natasha L. Domek, Esq.
Attorneys for Defendants

Dated: _____, 2022

JUSTICE LAW CORPORATION

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Rason Rothman, Esq.
Attorneys for Plaintiffs

APPROVED AS TO FORM:

Dated: April 21, 2022

ORRICK, HERRINGTON & SUTCLIFFE LLP



Lynne C. Hermle, Esq.
Joseph C. Liburt, Esq.
Natasha L. Domek, Esq.
Attorneys for Defendants

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN BERNARDINO
Rivera v. ACCO Brands Corporation et al.
Case No. CIVDS2020490

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former non-exempt California employees of Defendant ACCO Brands USA, LLC (“Defendant”) who were employed by Defendant at any time between September 28, 2016 through [REDACTED].

The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (the “Class Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All current and former non-exempt California employees of Defendant who were employed by Defendant at any time between September 28, 2016 through [REDACTED].

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received this Notice?

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from the time period from September 28, 2016 through [REDACTED] (the "Class Period").

The personnel records of Defendants also indicate that you may be a PAGA Member. The Settlement will resolve all PAGA Members' Released Claims, as described in Section No. 9 below, from the time period from September 28, 2019 through [REDACTED] (the "PAGA Period").

A Preliminary Approval Hearing was held on [REDACTED], in the Superior Court of California, County of San Bernardino. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined there is sufficient evidence to suggest the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date of Final Approval Hearing], 2022 at [time of Final Approval Hearing], before Honorable David Cohn in the Superior Court of California, County of San Bernadino, located at 247 West 3rd Street, San Bernardino, California 92415, Department S-26.

2. What Is this Case About?

On September 28, 2020, Plaintiff Jose Rivera filed a wage-and-hour class action lawsuit in the Superior Court of California, County of San Bernadino. The lawsuit alleged: (1) violation of Labor Code section 510 and 1198 (unpaid overtime); (2) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (3) violation of Labor Code section 226.7 (unpaid rest period premiums); (4) violation of Labor Code sections 1194 and 1197 (unpaid minimum wages); (5) violation of Labor Code sections 201 and 202 (final wages not timely paid); (6) violation of Labor Code section 226(a) noncompliant wage statements); (7) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (8) violation of Business & Professions Code sections 17200, *et seq.* ("Class Action").

After attending a successful mediation on January 18, 2022 with third-party neutral Deborah Saxe, Plaintiffs and Defendant (collectively, the "Parties") reached a settlement of the Class Action. Pursuant to the settlement, Plaintiff Jose Rivera filed a Second Amended Complaint that: (1) added a cause of action for violation of Labor Code section 2698, *et seq.* ("PAGA"); (2) added Plaintiffs Chad Turina and Jorge Lopez as additional plaintiffs (Chad Turina and Jorge Lopez, collectively with Jose Rivera, are referred to herein as "Plaintiffs"); (3) added allegations regarding sick leave pay; and (4) added day of rest violation contentions.

The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, the Parties avoid the risks and cost of a trial.

Defendant expressly denies that it did anything wrong or that it violated the law. Defendant further denies any liability whatsoever to Plaintiffs or to the Class.

3. Am I a Class Member or PAGA Member?

You are a Class Member if you are a current or former non-exempt California employee of Defendant who was employed by Defendant at any time between September 28, 2016 through [REDACTED].

You are a PAGA Member if you are a current or former non-exempt California employee of Defendant who was employed by Defendant at any time between September 28, 2019 through [REDACTED].

4. *How Does this Class Action Settlement Work?*

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated individuals who were employed as non-exempt California employees of Defendant during the Class/PAGA Period. Plaintiffs and these other current and former employees comprise a “Class” and are referred to as “Class Members” and/or “PAGA Members.” The Settlement of this Class Action resolves the Released Claims (defined in Section No. 9 below) of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Plaintiffs’ counsel (also, “Class Counsel”) believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel, whose contact information is below, and they will provide you with copies free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendants
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Jason Rothman 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	ORRICK, HERRINGTON & SUTCLIFFE LLP Lynne C. Hermle Joseph C. Liburt 1000 Marsh Road Menlo Park, CA 94025 Telephone: (650)614-7400 Facsimile: (650)614-7401 ORRICK, HERRINGTON & SUTCLIFFE LLP Natasha L. Domek 777 South Figueroa Street, Suite 3200 Los Angeles, CA 90017-5855 Telephone: (213) 629-2020 Facsimile: (213) 612-2499

The Court has decided that Justice Law Corporation is qualified to represent you and all other Class Members simultaneously.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants Final Approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a non-exempt California employee of Defendant during the Class Period. You will release all the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants Final Approval of the Settlement, you will not receive an Individual Settlement Share for your Class Member portion, and you will not give up the right to sue the Released Parties, including Defendant, for any the Released Claims as defined in Section No. 9 below. However, you will be deemed to be a PAGA Member.

You do not have the right to request exclusion from, or opt out of, the PAGA portion of the proposed Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator will mail you your Individual PAGA Payment check, and you will give up the right to sue the Released Parties, including Defendant, for the PAGA Released Claims as defined in Section No. 9 below. PAGA Members who opt out of the class portion of the proposed Settlement will still be mailed their individual PAGA Payment checks and will not have the right to sue the Released Parties for the PAGA Released Claims.
- **OBJECT:** You may mail a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from this Settlement?” and “How Do I Object to the Settlement?”

Regardless of which option you choose, you must keep the Settlement Administrator advised of any change of address.

7. *How Do I Opt Out or Exclude Myself from this Settlement?*

If you do not wish to participate in the Settlement, you may be excluded from the Settlement (*i.e.*, “opt out”) by sending a timely request for exclusion. A form (“ELECTION NOT TO PARTICIPATE IN (‘OPT OUT’ FROM) CLASS ACTION SETTLEMENT”) (“Exclusion Form”) has been provided to you along with this Notice, which can be used for this purpose; alternatively, you can submit your own written document that includes this same information. If you opt out of the Settlement, you will not be releasing the claims set forth in Section No.

9. If you opt out of the Settlement, the total amount to be paid by Defendant to Participating Class Members will not decrease and will remain the same. The request for exclusion must be signed, dated, and mailed by first-class U.S. Mail, **postmarked no later than [REDACTED], 2022** (“Response Deadline”) to: **ACCO BRANDS UCA, LCC: SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP, INC. [ADDRESS]**. You cannot exclude yourself by phone.

PAGA Members May Not Opt Out of Private Attorneys General Act of 2004 (“PAGA”) Settlement. Notwithstanding the foregoing, you do not have the right to opt out or otherwise exclude yourself from the PAGA portion of the Settlement, which releases the PAGA Released Claims, described in Section III(L) of the Settlement Agreement. If you submit a valid and timely request for exclusion, you will still receive your share of the PAGA Payment and will release the PAGA Released Claims.

If you received a remailed Notice and Exclusion Form (collectively, “Notice Packet”), whether by skip-trace or forwarded mail, you will have an additional ten (10) calendar days from the original Response Deadline to postmark a request for exclusion or an objection to the Settlement. The envelope should indicate whether the Notice Packet has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

The Court will exclude any Class Member who submits a complete and timely request for exclusion as described in the paragraph above. The request for exclusion must: (a) include the Class Member’s name and address, and the last four digits of the Class Member’s Social Security Number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member or his or her lawful representative; and (d) be postmarked no later than **[the Response Deadline]**. Requests for exclusion that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely request for exclusion on or before the above-specified Response Deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Class Action if the Settlement receives Final Approval from the Court.

You are responsible for ensuring the Settlement Administrator receives any request for exclusion you submit.

8. *How Do I Object to the Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing an objection to the Settlement Administrator at **[Address]** by **[the Response Deadline]**. The objection must: (a) state the objecting Class Member’s full name, address, and telephone number, as well as the name and address of counsel, if any; (b) include 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 any witness(es) the objecting Class Member may call to testify at the Final Approval Hearing; (e) include true and correct copies of any exhibit(s) the objecting Class Member intends to offer at the Final Approval Hearing; (f) be signed by the objecting Class Member or his or her attorney; and (g) state whether the objecting Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objecting Class Member’s own counsel, at the Class Member’s own expense, and orally object to the Settlement. Class Members’ timely and valid objections to the Settlement will still be considered even if the objector does not appear at the Final Approval Hearing.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before **[the Response Deadline]**.

If the Court rejects the objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does this Settlement Affect My Rights? What Are the Released Claims?*

Released Parties.

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully and finally release and discharge Defendant and their present and former parents, owners, subsidiaries, and any affiliated or related persons or entities, including Acco Brands Corporation, and each of their respective officers, directors, employees, partners, shareholders, attorneys, and agents, and any other successors, assigns, or legal representatives ("Released Parties").

Released Claims.

Upon Defendant's fulfillment of its payment obligations pursuant to the Settlement, the claims that Plaintiffs and the other Participating Class Members are releasing in exchange for the consideration provided for by this Agreement are any and all facts and claims asserted or that could have been asserted in the Complaint and in Plaintiff Jorge Lopez's PAGA notice sent to the LWDA on December 28, 2021 based upon or arising out of the facts alleged therein, during the Class Period, including, but not limited to: (1) failure to pay minimum wages; (2) failure to pay overtime and double time wages; (3) failure to provide compliant rest breaks and pay premium wages for noncompliant rest breaks; (4) failure to provide compliant meal breaks and pay premium wages for noncompliant meal breaks; (5) failure to provide compliant wage statements; (6) failure to timely pay wages; (7) failure to reimburse business expenses; (8) failure to properly calculate and pay sick leave; (9) failure to provide one day's rest in seven (7) days; (10) related PAGA penalties; and (11) violation of Business & Professions Code sections 17200, *et seq.* ("Released Claims").

10. *How Much Can I Expect to Receive from this Settlement?*

The total maximum amount that Defendants could be required to pay under the Settlement Agreement shall be up to but no more than \$_____ ("Gross Settlement Amount").

The Net Settlement Amount means the portion of the Gross Settlement Amount available for distribution to all Class Members who do not submit valid and timely requests to exclude themselves from the Settlement ("Participating Class Members") after the deduction of (1) the Class Representative Enhancement Payments in the sum of \$10,000.00 to Plaintiffs Jose Rivera and Jorge Lopez each and \$7,500.00 to Plaintiff Chad Turina for the prosecution of the Class Action, undertaking the risk of paying attorneys' fees and costs in the event the Class Action had not successfully resolved, and a general release of all claims; (2) the Administration Costs to the Settlement Administrator, ILYM Group, Inc., in an amount not to exceed \$6,000.00; (3) the PAGA Payment of \$50,000.00, seventy-five percent (75%) of which (\$37,500.00) shall be paid to the LWDA, and twenty-five percent (25%) of which (\$12,500.00) shall be distributed to PAGA Members, on a pro rata basis; (4) the Attorney Fee Award to Class Counsel in an amount not to exceed \$306,250.00; and (5) the Cost Award to Class Counsel in an amount not to exceed \$20,000.00 for litigation costs. All these payments are subject to Court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed among all Participating Class Members. The Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. 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 as a non-exempt California employee of Defendant during the Class Period, based on the Class Data provided by Defendant, (ii) divided by the total number of weeks worked by any and all Participating Class Members collectively during the Class Period based on the same Class Data, which is then (iii) multiplied by the Net Settlement Amount.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until the time during which Class Members may object to or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount is as follows: \$ [redacted], less taxes. This is based on Defendant's records, which show you worked [redacted] workweeks during the Class Period.

If you believe the number of eligible workweeks with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at [Address] on or before [the Response Deadline]. If you do not provide documents and/or an explanation supporting your challenge, the number of workweeks reported in Defendant's records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and Counsel for Defendant will review any evidence submitted and will make a final determination as to the number of eligible workweeks with which you will be credited.

Twenty-five percent (25%) of your Individual Settlement Share will be treated as wages. 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. The remaining seventy-five percent (75%) of your Individual Settlement Share will be treated as interest, penalties, and other non-wages. The amounts paid as interest, penalties, and other non-wages 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.

Within fourteen (14) calendar days of the Effective Final Settlement Date, Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund. Defendant shall at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share. Afterwards, within fourteen (14) calendar days after the funding of the Settlement, the Settlement Administrator will calculate and pay all payments due under the Settlement, including your Individual Settlement Share.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are initially mailed, cancel the checks, and pay the amount of the Individual Settlement Shares to the California State Controller: Unpaid Wage Fund.

11. What Is the PAGA Payment and Am I Eligible for It?

Under the terms of the Settlement, \$50,000.00 has been set aside as the PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. Of the \$50,000 PAGA Payment, \$37,500

(75%) will be sent to the State of California. PAGA Members will share the remaining \$12,500 (25%) based on the number of pay periods they worked during the PAGA Period.

You are an allegedly aggrieved employee eligible to share in the PAGA Payment under the Settlement if you are a current or former non-exempt California employee of Defendant who was employed by Defendant between September 28, 2019 through [REDACTED] (“PAGA Member” and “PAGA Period”).

The Settlement Administrator shall pay each PAGA Member according to his or her proportional share of the \$12,500.00 of the PAGA Payment allocated to PAGA Members. This will be based upon the total number of pay periods the PAGA Member worked as a non-exempt California employee of Defendant during the PAGA Period. Each individual share will be calculated by (i) determining the total number of pay periods during the PAGA Period during which the PAGA Member was employed, (ii) dividing this number by the total number of pay periods during the PAGA Period during which all PAGA Members were employed (*i.e.*, the sum of all pay periods of employment for all PAGA Members), and (iii) multiplying this number by the \$12,500.00 allocated to the PAGA Members.

Based on the total number of pay periods during the PAGA Period during which you were employed, your individual share of the PAGA Payment is \$[REDACTED]. This is based on Defendant’s records, which show you worked [REDACTED] pay periods during the PAGA Period. One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if this payment exceeds \$600.00. You are responsible for paying any federal, state, or local taxes owed because of this payment.

If you believe the number of eligible pay periods with which you have been credited is incorrect, you must provide documentation and/or an explanation showing contrary information to the Settlement Administrator at [Address] on or before [the Response Deadline]. If you do not provide documents and/or an explanation supporting your challenge, the number of pay periods reported in Defendant’s records will be presumed correct, and your challenge will be rejected by the Settlement Administrator. Class Counsel and Counsel for Defendant will review any evidence submitted and will make a final determination as to the number of eligible pay periods with which you will be credited.

Because these penalties can only be sought by California, you cannot exclude yourself from the PAGA portion of the Settlement if the Court gives Final Approval.

It is strongly recommended that upon receipt of your Settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. After one hundred eighty (180) calendar days, any unclaimed funds shall be turned over by the Settlement Administrator to the California State Controller: Unpaid Wage Fund.

If you are not a PAGA Member, this section does not apply to you.

12. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiffs and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiffs and the Class shall be paid an amount not to exceed \$306,250.00 for attorneys’ fees and up to \$20,000.00 for litigation costs.

Defendant has paid all its own attorneys’ fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid Class Representative Enhancement Payments, subject to Court approval.

13. Final Approval Hearing

The Court will hold a Final Fairness and Approval Hearing concerning the proposed Settlement on [date of Final Approval Hearing], 2022 at [time of Final Approval Hearing], before Honorable David Cohn in the Superior Court of California, County of San Bernardino, located at 247 West 3rd Street, San Bernardino, California 92415, Department S-26. You are not required to appear at this hearing. Any changes to the hearing date will be available on the website [INSERT WEBSITE ADDRESS].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel, listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the “ACCO Brands USA, LLC class action settlement.”

This Notice does not contain all the terms of the proposed Settlement or all the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the San Bernardino County Superior Court at 247 West 3rd Street, San Bernardino, California 92415 between 8:30 a.m. and 4:00 p.m.

You may also contact Class Counsel by visiting Justice Law Corporation at 751 North Fair Oaks Avenue, Suite 101, Pasadena, California 91103 during regular business hours, from 9:00 a.m. to 6:00 p.m., or by calling (818) 230-7502. Class Counsel will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT’S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

ELECTION NOT TO PARTICIPATE IN ("OPT OUT" FROM) CLASS ACTION SETTLEMENT

Superior Court of the State of California, County of San Bernadino

Rivera v. ACCO Brands Corporation, et al.

Case No. CIVDS2020490

DO NOT SIGN OR SEND THIS DOCUMENT UNLESS YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT.

THIS DOCUMENT MUST BE POSTMARKED NO LATER THAN _____, 2022. IT MUST BE SENT VIA REGULAR U.S. MAIL.

PLEASE MAIL THIS EXCLUSION FORM VIA REGULAR U.S. MAIL TO:

RIVERA v. ACCO BRANDS CORPORATION ET AL.:
SETTLEMENT ADMINISTRATOR, C/O ILYM GROUP, INC.

[ADDRESS]

You are a Class Member if you are currently employed or were formerly employed as a non-exempt employee of ACCO Brands USA, LLC, within California at any time during the time period from September 28, 2016 through _____ ("Class Period"). By signing and mailing this document to the Settlement Administrator at the address above, you are deciding to exclude yourself from the Class and deciding not to participate in the class portion of the proposed settlement of the action entitled *Rivera v ACCO Brands Corporation, et al.* However, Eligible Aggrieved Employees may not exclude themselves from the PAGA portion of the proposed settlement.

IT IS MY DECISION NOT TO PARTICIPATE IN THE CLASS PORTION OF THE SETTLEMENT. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE AN INDIVIDUAL SETTLEMENT SHARE AND ANY CLAIMS I HAVE DURING THE CLASS PERIOD WILL NOT BE RELEASED. However, if I am an Eligible Aggrieved Employee and qualify for a portion of the PAGA Payment, I will be mailed a check for that payment regardless of whether I exclude myself from the class portion of the proposed settlement, and I will release the PAGA Released Claims.

Dated: _____

(Signature)

(Last four digits of Social Security number)

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

(Telephone number)

(Address)

(Address continued)

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is jtorrez@justicelawcorp.com

On May 23, 2022, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Rivera v. Acco Brands Corporation**
LWDA/Court Case No.: **LWDA Case No.: CM-859965-21**
Court Case No.: CIVDS2020490
San Bernardino County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 23, 2022, at Pasadena, California.



Jessica Torrez