

JOINT STIPULATION OF CLASS, COLLECTIVE, AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class, Collective, and PAGA Settlement and Release (“Settlement Agreement,” “Settlement,” or “Agreement”) is made and entered into by and between Plaintiffs Jamie Long and Marcus Serrano (“Plaintiffs”) and Juniper Networks (US), Inc. (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.” The Parties agree that the Actions (as defined herein) shall be fully and finally compromised, settled and released, and final judgment entered upon the terms and conditions as set forth herein and to be approved by the Court.

I. CONDITIONAL NATURE OF SETTLEMENT

This Agreement is made for the sole purpose of settling the Actions, as defined below, on a class, collective, and representative basis. The Parties (as defined in Section 2 of this Agreement) enter into this Agreement on a conditional basis. Furthermore, in the event that the Court does not enter the Final Approval Order, or a Judgment is not entered in the Action, or the conditions precedent are not met for any reason, this Settlement shall be deemed void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the Agreement shall remain subject to the provision of California Evidence Code §§ 1119 and 1152 and any other analogous rules of evidence that might apply.

Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief as well as the class, collective, and representative allegations asserted in the Action. Defendant has agreed to resolve the Action through this Settlement, but to the extent this Settlement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, or representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. The Plaintiffs and Plaintiffs’ Counsel agree that Defendant retains and reserves these rights. Specifically, the Plaintiffs and Plaintiffs’ Counsel agree not to

argue or present any argument that, in the event this Settlement is not approved in full, Defendant could not file a later motion or opposition that contests the certifiability or manageability of the claims of this Action if it proceeds on a class, collective, or representative basis or assert any and all other potential defenses and privileges if this Action were to proceed. The Plaintiffs and Plaintiffs' Counsel hereby waive such arguments and agree they will not take a position contrary to this provision. The Parties intend this Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof.

II. DEFINITIONS

1. "Action" or "Actions" means collectively the State Lawsuit and the Federal Lawsuit.
2. "Applicable Workweeks" means the number of weeks a Class or Collective Member worked in a commissioned sales role listed in **Exhibit A** during the applicable California Class Settlement Period and/or Collective Settlement Period.
3. "California Class Settlement Period" means from October 9, 2017, through March 13, 2023.
4. "Class Counsel Award" means the court-approved attorneys' fees for Class Counsel's litigation and resolution of the Action not to exceed one-third (1/3) of the Gross Settlement Amount, and the court-approved actual costs incurred by Class Counsel in connection with this Action, not to exceed Twenty Thousand Dollars (\$20,000).
5. "Cost Award" means the amount that the Court awards Class Counsel for payment of actual litigation costs subject to proof, which shall not exceed \$20,000. The Cost Award will be paid from the Settlement Fund Account and will not be opposed by Defendants. The Cost Award is subject to Court approval. If Class Counsel's request for the Cost Award is less or is not approved and/or is reduced by the Court, any amount not requested, not approved and/or reduced by the Court will become part of the Net Settlement Amount for distribution to Settlement Class Members and Settlement Collective Members.
6. "Class Counsel" means Lebe Law, APLC.
7. "Class Data" means information regarding Class Members that Defendant shall in

good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: (i) each Class Member's full name; (ii) each Class Member's last known residential address; (iii) each Class Member's Social Security and Employee ID Number, if any; (iv) each Class Member's Applicable Workweeks during the California Class Settlement Period and the Collective Settlement Period; (v) each PAGA Member's Eligible PAGA Pay Periods; and (vi) any information in Defendants' possession that the Settlement Administrator may reasonably need to calculate workweeks, pay periods, Class Members' Individual Class Settlement Payments, Individual Collective Settlement Payments, and/or Individual PAGA Settlement Payments.

8. "California Class Member" means any individual who worked for Defendant in California in a commissioned sales role listed in **Exhibit A**.

9. "Class Member" means all California Class Members and all Settlement Collective Members.

10. "Class Notice" means the court-approved Notice of Class Action Settlement and Release, substantially in the same form attached hereto as **Exhibit B**, which the Settlement Administrator shall mail to each California Class Member, in accordance with this Agreement.

11. "Class Settlement Portion of the Net Settlement Amount" means sixty-six point sixty-six percent (66.66%) of the Net Settlement Amount.

12. "Collective Notice" means the court-approved Notice of Collective Action Settlement substantially in the same form attached hereto as **Exhibit C**, which the Settlement Administrator shall mail to each Settlement Collective Member, in accordance with this Agreement.

13. "Collective Settlement Period" means from September 7, 2019, through March 13, 2023.

14. "Collective Settlement Portion of the Net Settlement Amount" means thirty-three point thirty-four percent (33.34%) of the Net Settlement Amount.

15. "Cy Pres Recipient" means designated *cy pres* recipient nPower, who will receive the balance of any uncashed Individual Class Settlement Payments or Individual PAGA

Settlement Payments that remain uncashed at the expiration of the 180 day period.

16. “Defense Counsel” means Orrick, Herrington & Sutcliffe LLP.

17. “Effective Date” means the date of the Court’s final approval of this Settlement once it becomes a judgment that is no longer subject to challenge. Specifically, if there are objectors/intervenors or if Plaintiffs and Plaintiffs’ counsel challenge and/or appeal the Court’s award of attorneys’ fees and costs or the Plaintiffs’ enhancement award, this means after any and all appeal deadlines have passed or after any appeals have been exhausted (i.e., 61 days after the final approval or judgment). If there are no objectors/intervenors and if Plaintiffs and Plaintiffs’ Counsel do not challenge/appeal the court’s award of fees or the enhancement, this means upon final approval or judgment. The Gross Settlement Amount shall be funded within ten (10) business days of the Effective Date. Plaintiffs and Plaintiffs’ counsel waive all rights to appeal the final approval order other than to challenge or appeal the Court’s award of the Class Counsel Award, Cost Award, or the Plaintiffs’ Enhancement Awards.

18. “Eligible PAGA Pay Periods” means the number of pay periods during the PAGA Period that a PAGA Member worked for at least one day.

19. “Employer’s Share of Payroll Taxes” means Defendant’s portion of payroll taxes, including on the portion of the Individual Class Settlement Payments and Individual Collective Settlement Payments that constitutes wages, as calculated by the Settlement Administrator. This amount shall be paid in addition to the Gross Settlement Amount.

20. “Enhancement Award” means the court-approved awards of \$15,000 to each Plaintiff, less taxes and withholdings, which will be consideration for Plaintiffs’ efforts in the Action and a general release of Plaintiffs’ individual claims, set forth below. W-2 forms will be issued to Plaintiffs for this payment. To the extent the Court does not approve the full amount of the requested Plaintiffs’ Enhancement Awards, any amount not awarded will become a part of the Net Settlement Amount.

21. “Federal Lawsuit” means the collective action *Long v. Juniper Networks (US), Inc.*, in the U.S. District Court for the Northern District of California Case No. 5:22-cv-01158-BLF.

22. “Final Approval Hearing” means the hearing to be conducted by the Court at which Plaintiffs shall request the Court approve the Settlement on a final basis, enter the Final Order and Judgment, and take other appropriate action.

23. “Final Approval” means an Order granting final approval of this Settlement.

24. “Final Order and Judgment” means the order and judgment entered by the Court upon granting final approval of the Settlement and finding this Settlement binding. A proposed Final Order and Judgment shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiffs’ Motion for Final Approval of the Settlement.

25. “Final Report” means the declaration to be prepared by the Settlement Administrator within ten (10) calendar days after final disbursement of all funds from the Settlement Fund Account, certifying completion of its duties and a final report on the disbursement of all funds from the Gross Settlement Amount, including the total amount that was cashed/deposited by Settlement Class Members, Settlement Collective Members, and PAGA Members and the total amount of any unpaid residue or unclaimed or abandoned funds.

26. “Gross Settlement Amount” means a maximum of \$3,850,000 in settlement of the Action, subject to the Escalator Provision below. The Gross Settlement Amount includes all attorneys’ fees, costs, settlement administration costs, Plaintiffs’ enhancement awards, the PAGA Settlement Payment (paid to the PAGA Members and the LWDA), and payments to the Settlement Class/Collective Members.

27. “Individual Class Settlement Payment” means the settlement amount payable from the Net Settlement Amount to each Settlement Class Member based on the number of Applicable Workweeks.

28. “Individual Collective Settlement Payment” means the settlement amount payable from the Net Settlement Amount to each Settlement Collective Member based on the number of Applicable Workweeks.

29. “Individual PAGA Settlement Payment” means the settlement amount payable from the PAGA Settlement Amount to each PAGA Member based on the number of Eligible PAGA Pay Periods.

30. “Net Settlement Amount” means the Gross Settlement Amount, less (1) Plaintiffs’ Counsel’s attorneys’ fees and reasonable, actual litigation costs; (2) Plaintiffs’ enhancement awards; (3) actual settlement administration costs; and (4) the PAGA Payment to the LWDA and the PAGA Members.

31. “Notice of Objection” means a Settlement Class Member’s valid and timely submission of a written objection to the Settlement. An objection must include: (a) the Action’s name and case number; (b) the objector’s full name, address, and telephone number; (c) a written statement of all grounds for the objection; (d) copies of any papers, briefs, or other documents upon which the objection is based, if any; (e) a statement whether the objector intends to appear at the Final Approval hearing; and (f) the objector’s signature. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Settlement Class Members to or from submitting a Notice of Objection or filing an appeal from the Final Order and Judgment.

32. “PAGA Member” means any individual who worked for Defendant in California in a commissioned sales role listed in **Exhibit A** and whom Defendant classified as exempt at any time during the PAGA Settlement Period.

33. “PAGA Notices” means the letter dated January 11, 2022 that Plaintiff Jamie Long sent to the California Labor & Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699.3 to exhaust her administrative remedies under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code § 2698, et seq.

34. “PAGA Payment” means the \$200,000 of the Gross Settlement Amount that will be allocated to the settlement of claims for civil penalties under PAGA. The PAGA Payment will be distributed in accordance with PAGA so that 75% is paid to the California Labor and Workforce Development Agency (“LWDA”) and the remaining 25% shall be distributed to the PAGA Members on a pro rata basis based on their Eligible PAGA pay periods worked during the PAGA Period.

35. “PAGA Pay Period Value” means the quotient arrived at by dividing the PAGA Payment by the combined total of Eligible PAGA Pay Periods for the PAGA Members, which is

used to calculate the Individual PAGA Settlement Payments.

36. “PAGA Settlement Amount” means the Twenty-Five Percent (25%) or Fifty Thousand Dollars (\$50,000) of the PAGA Penalties that will be paid to PAGA Members.

37. “PAGA Period” means from January 1, 2021, through March 13, 2023.

38. “PAGA” means California’s Labor Code Private Attorneys General Act of 2004, as amended (Cal. Labor Code §§ 2698 et seq.).

39. “Pay Period/Workweek Dispute” means a written statement from a Class Member or PAGA Member disputing the number of Applicable Workweeks or Eligible PAGA Pay Periods listed on his/her Class Notice. Any such Pay Period/Workweek Dispute must be timely mailed or faxed to the Settlement Administrator by the Response Deadline. The date of the postmark/fax stamp on the mailing envelope will be the exclusive means to determine whether a Pay Period/Workweek Dispute has been timely submitted. A valid Pay Period/Workweek Dispute must be in writing and should contain: (i) the Class Member’s full name, address, and telephone number; (ii) the number of Applicable Workweeks or Eligible PAGA Pay Periods the Class Member/PAGA Member contends is correct; (iii) any evidence supporting his or her contention; and (iv) his or her signature. The information identified by Defendant in the Class Data will be presumed to be correct, unless a particular Class Member demonstrates otherwise to the Settlement Administrator by credible documentary evidence. All Pay Period/Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator’s decision on all Pay Period/Workweek Disputes will be final, subject only to the final resolution by the Court if the Court decides to rule on the dispute prior to or concurrently with its Final Order and Judgment. The Settlement Administrator will mail Class Members notice of the determinations of their challenges within three (3) business days of the determination.

40. “Preliminary Approval Order” means the Court’s order approving and authorizing the mailing of the Class Notice by the Settlement Administrator, setting the date of the Final Approval Hearing, and granting preliminary approval of this Settlement. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with the Motion for Preliminary Approval of the Settlement.

41. “Released Class Claims” shall mean all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the State Lawsuit, and all claims that were or could have been asserted in the State Lawsuit, arising from or reasonably related any facts, transactions, events, policies, occurrences, acts, disclosures, statements, or omissions, or failures to act pleaded in the State Lawsuit, which includes in any PAGA letter sent by Plaintiffs to the LWDA, including causes of action for (1) failure to pay minimum wages, (2) failure to pay overtime wages under the California Labor Code, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay wages due upon separation of employment and within the required time, (6) failure to furnish accurate and itemized wage statements, (7) failure to reimburse all business expenses, (8) failure to produce all employment records, (9) violation of California Business Professions Code §§ 17200, *et seq.*, and all claims for attorneys’ fees and costs, interest and penalties based on the foregoing. The Released Claims specifically include any and all claims alleged or that could have been alleged based on the facts alleged in the Actions’ operative complaints, which arose during the California Class Settlement Period including, without limitation, §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 225.5, 226, 226.7, 226.3, 227.3, 510, 512, 558, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, and 2698-2699.5, and the California Business & Professions Code §§ 17200 *et seq.*; and any and all claims arising under any applicable California Industrial Welfare Commission Wage Order(s)

42. “Released FLSA Claims” means all federal wage and hour law claims, obligations, demands, rights, causes of action, and liabilities, of whatever kind and nature, character and description, that were or could have been asserted in the Federal Lawsuit, arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Federal Lawsuit. Released FLSA Claims include, but are not limited to, claims for overtime wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. §201, *et seq.*, that have been or could have been asserted

during the Collective Settlement Period.

43. “Released PAGA Claims” means all claims for civil penalties under PAGA asserted in any of the complaints filed in the State Lawsuit, and all civil penalty claims under PAGA that were or could have been asserted in the State Lawsuit arising out of or reasonably related to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the State Lawsuit or in any PAGA letter sent by Plaintiffs to the LWDA, including but not limited to claims for civil penalties for violations of the California Labor Code for unpaid minimum wages, unpaid overtime wages, unpaid meal period premiums, unpaid rest period premiums, inaccurate wage statements, failure to keep accurate records, failure to indemnify for all necessary business expenses, and failure to timely pay wages during employment or at termination.

44. “Released Parties” means Defendant and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stock holders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.

45. “Request for Exclusion” means a written statement submitted by a California Class Member indicating a request to be excluded or otherwise opt out from the Settlement. The Request for Exclusion must be in writing and must: (i) contain the name, address, and telephone number, of the California Class Member requesting exclusion; (ii) state the California Class Member does not wish to be included in the Settlement; (iii) be signed by the California Class Member; (iv) be returned via mail or fax to the Settlement Administrator as specified in the Class Notice; and (v) be postmarked or fax stamped on or before the Response Deadline. The date of the postmark/fax stamp on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Only a Class Member who worked in California will be given an option to Submit a Request for Exclusion to opt out of the

Settlement, as set forth in the Class Notice and this Section. A California Class Member who does not validly and timely request exclusion from the Settlement will be deemed a “Settlement Class Member” and will be bound by all terms of the Settlement, if the Settlement is granted Final Approval by the Court. Any Class Member who validly and timely requests to be excluded from the Settlement will no longer be a Settlement Class Member and will not have any right to object to, appeal, or comment on the Settlement, but will remain bound by the Released PAGA Claims. Class Members, Settlement Collective Members, or PAGA Members may not opt out of the Released PAGA Claims. No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties a list of all Class Members who submitted a timely and valid Request for Exclusion.

46. “Response Deadline” means forty-five (45) calendar days from the initial mailing of the Class Notices by the Settlement Administrator unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline is the last date on which Class Members who worked in California may submit a Request for Exclusion, written objection, or Pay Period/Workweek Dispute to the Settlement Administrator.

47. “Settlement Administration Costs” means the reasonable costs and fees incurred by the Settlement Administrator, as approved by the Court, to administer the Settlement in accordance with this Agreement, which will be paid from the Gross Settlement Amount and is expected to not exceed \$19,950. Any funds allocated but not paid to the Settlement Administrator will become a part of the Net Settlement Amount.

48. “Settlement Administrator” means Phoenix as approved by the Court for purposes of administering this Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship that could create a conflict of interest.

49. “Settlement Check” means a check mailed by the Settlement Administrator to (1) a Settlement Class Member with that Settlement Class Member’s Individual Class Settlement Payment; or (2) a Settlement Collective Member with that Settlement Collective Member’s

Individual Collective Settlement Payment. To the extent a Settlement Class Member is also a PAGA Member and/or a Settlement Collective Member, that Settlement Class Member's Settlement Check will also include that Settlement Class Member's Individual PAGA Settlement Payment and/or Individual Collective Settlement Payment.

50. "Settlement Class Member" means Plaintiffs and any other individual who worked for Defendant in California in a commissioned sales role listed in **Exhibit A** and whom Defendant classified as exempt during the Class Settlement Period and who does not submit a valid and timely Request for Exclusion from the Settlement.

51. "Settlement Class" means Plaintiffs and the group of individuals who worked for Defendant in California in a commissioned sales role listed in **Exhibit A** during the Class Settlement Period. The Settlement Class is a checks-mailed opt-out Class, meaning unless the Settlement Class Member affirmatively submits a Request for Exclusion (as defined above), that individual is bound by the Settlement.

52. "Settlement Collective Member" means Plaintiffs and any individual who worked for Defendant in the U.S. outside of California in a commissioned sales role listed in **Exhibit A** at any time during the Collective Settlement Period.

53. "Settlement Collective" means Plaintiffs and the group of individuals who worked for Defendant in the U.S. outside of California in a commissioned sales role listed in **Exhibit A** at any time during the Collective Settlement Period.

54. "Settlement Fund Account" means the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 et seq., that is established by the Settlement Administrator for the benefit of Settlement Class Members, Settlement Collective Members, PAGA Members, Plaintiffs, and Class Counsel from which all monies payable under this Settlement Agreement shall be paid, as set forth herein.

55. "State Lawsuit" means the putative class and representative action entitled *Long v. Juniper Networks (US), Inc.*, Superior Court of Santa Clara County, California, Case No. 22CV396462.

III. PROCEDURAL BACKGROUND.

1. **The Related Lawsuits.** On February 24, 2022, Plaintiff Jamie Long filed the Federal Lawsuit, alleging violations of the Fair Labor Standards Act (“FLSA”) based on a purported misclassification of employees. Shortly thereafter, on April 6, 2022, Plaintiff Jamie Long filed the related State Lawsuit, a putative class and representative action involving the same job positions and including claims for (1) failure to pay minimum wages, (2) failure to pay overtime wages under the California Labor Code, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to pay wages due upon separation of employment and within the required time, (6) failure to furnish accurate and itemized wage statements, (7) failure to reimburse all business expenses, (8) failure to produce all employment records, (9) violation of California Business Professions Code §§ 17200, et seq., and (10) violation of the Private Attorneys General Act of 2004. Plaintiff Jamie Long alleged her claims on behalf of a putative class of all Defendant’s commissioned employees in California. Defendant filed an Answer in both Actions. On August 23, 2022, Plaintiff Marcus A. Serrano signed a Consent to Sue Under the FLSA by Marcus Serrano, which Plaintiffs filed in the Federal Lawsuit on September 21, 2022.

2. **Discovery, Investigation, and Research.** Since then, the Parties have engaged in extensive investigation of the facts and law during the litigation of the Action. The investigation included the exchange of information through informal discovery. The Parties then agreed to mediation and to stay the Actions while they mediated.

3. **Mediation.** The Parties prepared for and attended a full-day mediation with Lisa Klerman, Esq. a well-regarded mediator experienced in mediating complex wage-and-hour matters, including those in the class, collective, and PAGA action context. Counsel for the Parties also investigated applicable law as applied to the facts in the case, potential defenses thereto, and relief sought by Plaintiffs on behalf of themselves and the Class. The Parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action. With the assistance of the mediator, the Parties reached the terms of Settlement set forth herein.

4. **Benefits of Settlement to Plaintiffs and the Class Members.**

a. The Settlement was reached after arm's-length bargaining between the Parties with the assistance of an experienced mediator and after extensive investigation and exchange and review of documents and class data. Plaintiffs and Class Counsel believe that the claims asserted in the Actions have merit and that evidence developed to date supports the claims. However, Plaintiffs and Class Counsel recognize and acknowledge the significant expense, resources, and time required to prosecute the Actions against Defendant through trial and through appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risks of litigation, the difficulties and delays inherent in this and similar litigation, the challenges of proving certifiability and manageability throughout the Actions, and the problems of proving liability and rebutting possible defenses to the claims alleged in the State Lawsuit and Federal Lawsuit. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is fair, reasonable, adequate, and in the interests of Plaintiffs, Class Members and PAGA Members. Both Class Counsel and the Plaintiffs believe that the Settlement set forth in this Agreement confers substantial benefits upon all Class Members and PAGA Members.

5. **Defendant's Denial of Wrongdoing and Reasons for Settlement.**

a. Defendant specifically and generally denies any and all liability or wrongdoing of any sort with respect to any of the claims alleged in the Actions and makes no concessions or admissions of liability of any sort. Defendant maintains that for any purpose other than settlement, the Actions are not appropriate for class, representative, or collective treatment and that, had this matter proceeded through litigation, it would be uncertifiable and unmanageable. Nonetheless, Defendant has concluded that further litigation would be protracted, distracting, and expensive, and that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Defendant has also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore determined that it is desirable and beneficial to settle the Action in the manner and upon the terms and conditions set forth in this Agreement.

b. The Parties agree there is a bona fide dispute as to the claims in the alleged Actions, and neither this Agreement, nor the Settlement-related documents, nor the Settlement itself shall be construed as an admission of either fact or law on any issue by any Party.

6. **Filing of Amended Lawsuit and Dismissal of Federal claims.** The Parties agreed that Plaintiffs would file an amended Complaint in the State Lawsuit to consolidate the parties and the claims from the Federal Lawsuit into the State Lawsuit. Within three days of the filing of a consolidated amended complaint in the State Lawsuit, the Parties agree that they will file a stipulation for dismissal of the Federal Lawsuit under F.R.C.P. 41, with the understanding that these procedural steps will not affect the applicable statute of limitations or class/PAGA periods in any way.

7. **Certification for Settlement Purposes Only.** For the purposes of the Settlement Agreement only, the Parties agree to conditional certification of the Settlement Class and the Settlement Collective. If, for any reason, the Settlement Agreement is not approved, the stipulation to certification will be void. However, the Parties agree to work cooperatively to revise the settlement. Should the Settlement Agreement not become final, for whatever reason, the fact that the Parties were willing to stipulate to class and collective certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action, and shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class or collective notice could be certified or whether the PAGA claim is manageable.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

IV. BINDING SETTLEMENT

1. **Binding Settlement.** This Settlement shall bind the Parties, all Settlement Class Members, all Settlement Collective Members, and all PAGA Members, subject to the terms and conditions hereof and the Court's approval.

2. **Tax Liability.** The Parties make no representations as to the tax treatment or legal

effect of the payments specified herein, and Class Members and PAGA Members are not relying on any statement or representation by the Parties, Class Counsel, Defense Counsel, or the Settlement Administrator in this regard. Class Members, PAGA Members, and Class Counsel understand and agree that they shall be solely and legally responsible for the payment of all applicable taxes and penalties assessed on the payments specified herein, except Defendant will be responsible for paying the Employer's Share of Payroll Taxes separate from and in addition to the Gross Settlement Amount.

V. RELEASED CLAIMS.

1. **Class Release by All Settlement Class Members.** Upon funding of the Gross Settlement Amount, all Settlement Class Members, including Plaintiffs, shall release the Released Parties of and from all of the Released Class Claims. Class Members who have submitted a timely and valid Request for Exclusion will not be deemed to have released the Released Parties from the Released Class Claims.

However, those Class Members who are PAGA Members will be deemed to have released their Released PAGA Claims regardless of whether they request exclusion from the Settlement, as further set forth below.

2. **PAGA Release by PAGA Members.** In consideration for the PAGA Settlement Amount, Plaintiffs and PAGA Members shall release the Released Parties from the Released PAGA Claims. PAGA Members will not have the opportunity to opt out of or object to the PAGA Release. PAGA Members are bound by the PAGA Release regardless of whether they opt out of the class portion of the Settlement and regardless of whether they cash and/or otherwise negotiate their Individual Class Settlement Payment.

3. **Collective Release by Settlement Collective Members.** In consideration for cashing or depositing of the check containing their Individual Collective Settlement Payment, Plaintiffs and Settlement Collective Members shall release the Released Parties of and from all Released FLSA Claims. Only the Settlement Collective Members who cash their checks will be considered to have consented under the FLSA to opt into the collective action.

4. **Additional General Release and Waiver of Claims by Plaintiffs.**

a. In addition to the releases set forth above, each Plaintiff, in his or her individual capacity, agrees to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement, including but not limited to claims arising from or related to their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state or local law or statute, including, inter alia, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Age Discrimination In Employment Act, Family and Medical Leave Act, Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1866, The Rehabilitation Act of 1973, the Civil Rights Act of 1991, Employee Retirement Income Security Act, Worker Adjustment and Retraining Notification Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California or Federal Constitution, and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs (collectively, "Plaintiffs' Released Claims").

b. Plaintiffs execute this release with the full knowledge that the release covers all possible claims against the Released Parties, to the fullest extent permitted by law, except claims based on an alleged breach of this Agreement.

c. Notwithstanding the foregoing, the Parties expressly agree and acknowledge that nothing in this Agreement releases or waives any rights or claims the Parties may have with respect to any claims for workers' compensation or to other rights and claims that cannot be waived as a matter of law or public policy.

d. Even if Plaintiffs discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. To effect a full and complete

general release as described above, Plaintiffs expressly waive and relinquish all rights and benefits of Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542.

Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiffs expressly acknowledge this Settlement is intended to include in its effect, without limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claims. Plaintiffs warrant that they have read this Settlement, including this waiver of California Civil Code § 1542, and that Plaintiffs have consulted with or had the opportunity to consult with counsel of Plaintiffs' choosing about this Settlement and specifically about the waiver of Section 1542, and that Plaintiffs understand this Settlement and the Section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement. Plaintiffs further acknowledge that Plaintiffs later may discover facts different from or in addition to those Plaintiffs now know or believe to be true regarding the matters released or described in this Settlement, and even so Plaintiffs agree that the releases and agreements contained in this Settlement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs expressly assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement or with regard to any facts now unknown to Plaintiffs relating thereto. Plaintiffs further acknowledge this waiver of the provisions of Section 1542 was separately bargained for and is an essential and material term of this Agreement.

e. **Agreement as Evidence of Res Judicata.** Any Party to this Settlement Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the

Judgment to be entered by the Court following Final Approval of this Settlement Agreement bar any later-filed action asserting any Released Class Claim, PAGA Claim, or Released FLSA Claim against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiffs, Settlement Class Members, or PAGA Members cash their Settlement Checks.

f. **ADEA Waiver.** Plaintiffs acknowledge that they are knowingly and voluntarily waiving and releasing any rights they may have under the Federal Age Discrimination in Employment Act (the “ADEA Waiver”) and that the consideration given for the ADEA Waiver is in addition to anything of value to which they are already entitled. They further acknowledges that: (a) this ADEA Waiver does not apply to any claims that may arise after they sign this Agreement; (b) they should consult with an attorney prior to executing this Agreement; (c) they have 21 calendar days within which to consider this Agreement (although they may choose to execute the Agreement earlier); (d) they have 7 calendar days following their individual execution of the Agreement to revoke it; and (e) the Agreement will not be effective until the eighth day after the individual signs it provided that he has not revoked it. They agree that any modifications, material or otherwise, made to this Agreement do not restart or affect in any manner the original 21-day consideration period provided in this paragraph. To revoke the Agreement, they must email a written notice of revocation to Melinda Riechert at mriechert@orrick.com prior to the end of the 7-day period. Each Plaintiff acknowledges that their consent to this Agreement is knowing and voluntary.

5. **Benefit Plans Not Affected.** Neither this Settlement nor any amounts paid under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties’ sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation 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 the Released Parties’ benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate 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 purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

VI. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator.

a. The Settlement Administrator will be responsible for (1) preparing, printing, and mailing the Class Notice to Class Members and PAGA Members; (2) receiving and processing Requests for Exclusion, Notices of Objection, and Workweek or Pay Period/Workweek Disputes; (3) calculating payments under the Settlement, including taking into account any withholdings or deductions; (4) handling inquiries from Class Members, Settlement Collective Members and PAGA Members concerning the Settlement, including matters in the Class Notice; (5) providing weekly status reports to Defense Counsel and Class Counsel regarding the mailings to and submissions received from Class Members and PAGA Members; (6) distributing Plaintiffs’ Enhancement Award, Class Counsel Award, Individual Class Settlement Payments, Individual Collective Settlement Payments, Individual PAGA Settlement Payments, the LWDA Payment, and payments to taxing and other government authorities as appropriate; (7) providing due diligence declarations for submission to the Court, as needed; (8) printing and providing Settlement Class Members, Settlement Collective Members, PAGA Members, and Plaintiffs with tax forms as required under this Settlement Agreement and applicable law, and providing copies of same to Defendant; (9) establishing and maintaining the Settlement Fund Account, as detailed in this Settlement; and (10) such other tasks as Parties mutually agree or the Court orders the Settlement Administrator to perform.

b. The Settlement Administrator will perform a skip-trace search and re-mail all Class Notices and Collective Notices that are returned as undelivered on or before the Response Deadline, within seven (7) calendar days of receiving notice that the mailing was undeliverable, and the deadline to submit a Notice of Objection, Request for Exclusion, and/or Pay Periods Dispute will be extended by ten (10) calendar days for California Class Members to

whom a Class Notice is re-mailed.

c. The Settlement Administrator will also handle distribution of all payments to Settlement Class Members, Settlement Collective Members, PAGA Members, Plaintiffs, the LWDA, and Class Counsel, as provided herein and approved by the Court, as well as handle transmission of uncashed settlement checks as provided herein.

2. **Notice to Class Members.**

a. Within thirty (30) calendar days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Data for purposes of mailing the Class Notice to Class Members.

b. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within seven (7) calendar days after receiving the Class Data from Defendant as provided herein, the Settlement Administrator shall mail copies of the Class Notice to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.

c. Procedure for Opting Out of the Class. California Class Members who wish to exclude themselves from the Class must submit to the Settlement Administrator a valid, written Request for Exclusion on or before the Response Deadline, unless the Court orders otherwise. Only a California Class Member will be given an option to Submit a Request for Exclusion to opt out of the Settlement, as set forth in the Class Notice and this Section. The Request for Exclusion must be signed by the California Class Member and contain all information required by this Settlement Agreement. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark or fax stamp date will be the exclusive

means to determine whether a Request for Exclusion has been timely submitted. At no time will any of the Parties or their counsel seek to directly or indirectly solicit or otherwise encourage any California Class Member to opt out of the Settlement Class, but may, if warranted by the circumstances, advise individual Class Members of the consequences of opting out.

Any California Class Member who submits a valid, timely Request for Exclusion will not receive an Individual Class Settlement Payment, will not be able to object, appeal, or comment on the Settlement, and will not be bound by the Class portion of this Settlement. However, any California Class Member who submits a Request for Exclusion will still be bound by the PAGA portion of the Settlement, including the Released PAGA Claims, to the extent the California Class Member is also a PAGA Member. California Class Members who fail to timely submit a valid Request for Exclusion will be deemed Settlement Class Members and shall be bound by all the terms of this Settlement Agreement, and any judgment and order entered by the Court in the Action.

If a California Class Member's Request for Exclusion is defective as to the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the California Class Member a cure letter within three (3) business days of receiving the defective submission to advise the California Class Member that their submission is defective and that the defect must be cured to render the Request for Exclusion valid. The California Class Member will have until the later of the Response Deadline or ten (10) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely and invalid.

d. Procedure for Submitting a Pay Period/Workweek Dispute. The Settlement Administrator's determination of eligibility for, and the amount of, any Settlement payment under this Settlement Agreement will be conclusive, final, and binding on all Parties, including all Settlement Class Members, Settlement Collective Members, and PAGA Members. To dispute the number of Applicable Workweeks and/or Eligible PAGA Pay Periods with which he or she has been credited, a Settlement Class Member, Settlement Collective Member, and/or

PAGA Member must timely produce evidence to the Settlement Administrator showing that the Applicable Workweeks and/or Eligible PAGA Pay Periods information is inaccurate by the Response Deadline. The postmark/fax stamp date is deemed to be the date the dispute is submitted. The Settlement Administrator shall decide the dispute, and the Settlement Administrator's determination will be final and binding. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Settlement Class Member, Settlement Collective Member, and/or PAGA Member and will make the final decision on the merits of the dispute. All disputes will be decided within ten (10) calendar days after the Response Deadline.

e. Procedure for Objecting to Settlement. Any California Class Member who seeks to object to the Settlement may serve a Notice of Objection to the Settlement Administrator at the address set forth in the Class Notice. All Notices of Objection must be submitted to the Settlement Administrator by the Response Deadline. The Notice of Objection must be signed by the California Class Member and contain all information required by this Settlement Agreement. For mailed Notices of Objection, the postmark or fax stamp will be deemed the exclusive means for determining that the Notice of Objection is timely.

At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any California Class Member to submit objections to the Settlement Agreement or to appeal from the Final Approval order and judgment. Class Counsel will not represent any California Class Members with respect to any such objections to this Settlement.

f. Undeliverable Class Notices. Any Class Notice or Collective Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re mailed to the forwarding address affixed thereto within seven (7) calendar days of receipt of the returned Class Notice or Collective Notice by the Settlement Administrator. If no forwarding address is provided, the Settlement Administrator shall attempt to determine a correct address by the use of skip-tracing, or other type of automated search, using the name, address, and/or Social Security Number of the Class Member involved, and shall then perform a re-mailing to the Class Member whose Class Notice or Collective Notice was returned as non-

deliverable within seven (7) calendar days of receipt of the returned Class Notice or Collective Notice by the Settlement Administrator, assuming another mailing address is identified by the Settlement Administrator. Class Members who are sent a re-mailed Class Notice shall have their Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-mails the Class Notice. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Class Notice does not receive the Class Notice, the California Class Member shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and Judgment.

g. Determination of Individual Class Settlement Payments. The portion of the Net Settlement Amount allocated to Class Members will be based on the number of Applicable Workweeks they worked during the California Class Settlement Period. Defendant shall provide the Settlement Administrator with the total Applicable Workweeks worked by each Class Member. The Claims Administrator will calculate the Individual Settlement Amount for each Class Member based on each Class Member's Applicable Workweeks, as reflected in Defendant's internal records. Class Member distributions shall be divided among all Class Members on a pro rata basis, based on the ratio of the number of Applicable Workweeks worked by each Class Member during the California Class Settlement Period, to the total number of Applicable Workweeks worked by all Class Members during the California Class Settlement Period. The Settlement Administrator's determination of the eligibility for and amount of each Individual Class Settlement Payment shall be binding upon the Class Members and the Parties. In the absence of fraud or gross negligence, Defendant's Applicable Workweek estimates shall be presumed accurate.

h. Determination of Individual PAGA Settlement Payments. The portion of the Net Settlement Amount allocated to PAGA Employees will be based on the number of Eligible PAGA Pay Periods they worked during the PAGA Period. Defendant shall provide the Settlement Administrator with the total Eligible PAGA Pay Periods worked by each PAGA Employee. The Claims Administrator will calculate the amount to be paid to each PAGA

Employee based on the PAGA Employee's Eligible PAGA Pay Periods as reflected in Defendant's internal records. The PAGA Allocation will be divided among PAGA Employees on a pro rata basis based on the ratio of the number of Eligible PAGA Pay Periods worked by each PAGA Employee during the PAGA Period, to the total number of Eligible PAGA Pay Periods worked by all PAGA Employees during the PAGA Period. 75% of the PAGA Allocation shall be paid to the LWDA and 25% shall be paid to PAGA Employees. The Settlement Administrator's determination of the eligibility for and amount of each Individual PAGA Settlement Payment shall be binding upon the PAGA Members and the Parties. In the absence of fraud or gross negligence, Defendant's Eligible PAGA Pay Period estimates shall be presumed accurate.

i. Determination of Individual Collective Settlement Payments. The portion of the Net Settlement Amount allocated to Settlement Collective Members will be based on the number of Applicable Workweeks they worked during the Collective Settlement Period. Defendant shall provide the Settlement Administrator with the total Applicable Workweeks worked by each Collective Settlement Member during the Collective Settlement Period. The Claims Administrator will calculate the Individual Settlement Amount for each Collective Settlement Member based on each Collective Settlement Member's Applicable Workweeks during the Collective Settlement Period. Collective Settlement Member distributions shall be divided among all Collective Settlement Members on a pro rata basis, based on the ratio of the number of Applicable Workweeks worked by each Collective Settlement Member during the Collective Settlement Period, to the total number of Applicable Workweeks worked by all Collective Settlement Members during the Collective Settlement Period. The Settlement Administrator's determination of the eligibility for and amount of each Individual Collective Settlement Payment shall be binding upon the Collective Settlement Members and the Parties. In the absence of fraud or gross negligence, Defendant's Applicable Workweek estimates shall be presumed accurate.

j. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this

Settlement.

k. Certification Reports Regarding Individual Class Settlement Payment And Individual PAGA Settlement Payment Calculations. The Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report which certifies: (i) the number of California Class Members who have submitted valid Requests for Exclusion or Notices of Objection; and (ii) whether any Settlement Class Member, Settlement Collective Member or PAGA Member has submitted a Pay Period/Workweek Dispute. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

l. Best Efforts. The Parties agree to use their best efforts to carry out the terms of this Settlement.

3. Funding and Allocation of Gross Settlement Amount. The Gross Settlement Amount and the employer's share of payroll taxes shall be paid by Defendant in one lump sum payment within ten (10) business days after the Effective Date.

a. Payments to Settlement Class Members, Settlement Collective Members, and PAGA Members. Settlement Class Members, Settlement Collective Members, and PAGA Members shall not be required to submit a claim in order to receive their share of the Net Settlement Amount. The Settlement Administrator shall first compute the Net Settlement Amount by deducting from the Gross Settlement Amount the Class Counsel Award, Plaintiffs' Enhancement Award, the PAGA Penalties, and Settlement Administration Costs. To the extent the Court does not approve the requested attorneys' fees, litigation costs, enhancement payment, settlement administration costs, or PAGA Penalties, such occasion shall not constitute grounds to terminate or otherwise nullify this Settlement and the Net Settlement Amount will be adjusted accordingly, by the difference between the requested amounts and the amounts awarded by the Court.

i. Apportionment of Net Settlement Amount Among Settlement Class and Settlement Collective: The Net Settlement Amount will be paid out to Settlement Class/Settlement Collective Members based on the following formula selected by Plaintiffs'

Counsel and agreed to by Defendant. Sixty-six point sixty-six percent (66.66%) of the Net Settlement Amount will be apportioned for payment to the Settlement Class Members (“Class Settlement Portion of the Net Settlement Amount”) and Thirty-three point thirty-four percent (33.34%) of the Net Settlement Amount will be apportioned for payment to the Settlement Collective Members on a workweek basis (“Collective Settlement Portion of the Net Settlement Amount”).

ii. Each Class Member’s Individual Class Settlement Payment and Individual Collective Settlement Payment shall be calculated solely by the Settlement Administrator using Defendant’s Workweek data. Defendant’s Workweek data will be presumed to be correct unless a particular Settlement Class Member or Settlement Collective Member demonstrates otherwise to the Settlement Administrator by credible evidence. All Pay Period/Workweek Disputes will be resolved and decided by the Settlement Administrator and the Settlement Administrator’s decision on all Pay Period/Workweek Disputes will be final.

iii. Individual PAGA Settlement Payment. The Individual PAGA Settlement Payments will be made on a pro rata basis based on the number of Eligible PAGA Pay Periods during the PAGA Period for each PAGA Member. The Settlement Administrator will calculate each Individual PAGA Settlement Payment by dividing the PAGA Payment by the combined total of Eligible PAGA Pay Periods for the PAGA Members, to arrive at the PAGA Pay Period Value. The PAGA Pay Period Value will then be multiplied by the number of Eligible PAGA Pay Periods for each PAGA Member to arrive at the Individual PAGA Settlement Payment for that PAGA Member.

iv. To the extent a Settlement Class Member is also an PAGA Member and/or Collective Member, the Individual Class Settlement Payment, the Individual PAGA Settlement Payment, and the Individual Collective Settlement Payment will be consolidated into one Settlement Check.

v. FLSA Settlement Checks: Settlement Collective Members will not be required to file a claim form to receive their portion of the FLSA settlement. All Settlement Checks issued will be valid and negotiable for a period of 180 days, and shall be accompanied by

letters stating that the checks are valid and negotiable for a period of 180 days. The language to be included on the Settlement Checks will be substantially similar to the following:

By endorsing, cashing, or depositing this check, I affirm my release of Juniper Networks (US) and the Released Parties of all Released FLSA Claims as defined in the Settlement Agreement approved by the Court in the lawsuit entitled *Long v. Juniper Networks (US), Inc.*, Santa Clara Case No. 22CV396462. I affirm that I will not sue under or assert any of the Released FLSA Claims against any of the Released Parties.

vi. Settlement Checks shall be mailed by the Settlement Administrator by regular First-Class U.S. Mail to each Settlement Class Member or Settlement Collective Member's last known mailing address within ten (10) business days after Defendant provides the Settlement Administrator with the Gross Settlement Amount. Prior to mailing the Settlement Checks, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

4. **Unclaimed Settlement Payments:** Class Members and PAGA Members must cash or deposit their Individual Class Settlement Payments and Individual PAGA Payments within one hundred eighty (180) calendar days after the checks are mailed to them. The void date of each Individual Class Settlement Payment and Individual PAGA Payment shall be stated on each check. If any checks are returned as undeliverable and without a forwarding address, the Settlement Administrator will conduct a skip trace search to find the most up-to-date mailing address and re-mail the checks promptly. As part of the administration, 60 and 120 days before Settlement Checks expire, the Settlement Administrator shall send reminder postcards to the Settlement Class, Settlement Collective and PAGA Members whose checks were not returned as undeliverable and who have not cashed their checks, and shall also send a reminder email to those individuals whose email addresses are provided to the Settlement Administrator.

a. **Uncashed Settlement Checks:** If any Individual Class Settlement Payment or Individual PAGA Settlement Payment checks remain uncashed or not deposited by the expiration of the 180-day period after mailing the checks, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the

Individual Settlement Share or Individual PAGA Payment (as applicable) to the Cy Pres Recipient, nPower. The Parties hereby affirm they have no relationship with the Cy Pres Recipient.

b. Uncashed Settlement Collective Checks: Any uncashed checks for the Settlement Collective Members shall be canceled 180 days after mailing. In recognition of the fact that Defendant does not obtain a release of the Released FLSA Claims from Settlement Collective Members who do not cash their FLSA settlement checks, the Settlement Administrator shall issue a check in the amount of the funds attributable to the uncashed Settlement Collective checks payable to Defendant.

i. Should any of the following occur, the Settlement Administrator will proportionately adjust the Net Settlement Amount for purposes of calculating Individual Class Settlement Payments: (i) a Class Member submits a timely and valid Request for Exclusion following the provisions in the Class Notice; (ii) the Court approves the Plaintiffs' Enhancement Award in an amount less than that requested, as detailed herein; (iii) the Court approves a Class Counsel Award in an amount less than that requested, as detailed herein; (iv) the Court approves a Cost Award in an amount less than that requested, as detailed herein; (v) the Court approves Settlement Administration Costs in an amount less than that requested, as detailed herein; and/or (vi) the Court allocates a greater amount from the Gross Settlement Amount to the PAGA Penalties than the Parties propose.

c. Individual Class Settlement Payments shall be allocated as follows: 25% of each California Class Member's Individual Class Settlement Payment shall constitute payment in the form of wages and each California Class Member will be issued an IRS Form W-2 for such payment. The remaining 75% of each California Class Member's Individual Class Settlement Payment shall constitute penalties and interest and each California Class Member will be issued an IRS Form 1099 for such payment, if required by law. 50% of each Settlement Collective Member's individual payment shall constitute payment in the form of wages and they will be issued an IRS Form W-2 for such payment. The remaining 50% of each Settlement Collective Member's individual payment shall constitute penalties and interest and each Settlement

Collective Member will be issued an IRS Form 1099 for such payment, if required by law.

5. **Plaintiffs' Enhancement Awards.** For purposes of this Settlement only, the Parties agree to the designation of Plaintiffs as Class and Collective Representatives. In recognition of their time and effort in bringing and presenting the Action and in consideration for providing a general release and waiver under Section 1542 herein and compliance with the terms and obligations of this Agreement, Defendant does not oppose Plaintiffs' request for an Enhancement Award of up to Fifteen Thousand Dollars (\$15,000), subject to Court approval. The Enhancement Award will be in addition to each Plaintiff's Individual Class Settlement Payment and Plaintiff's Individual PAGA Settlement Payment paid pursuant to the Settlement. The Settlement Administrator shall issue an IRS Form W-2 to Plaintiffs for their respective Enhancement Awards. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their respective Enhancement Awards. In the event the court awards less than the requested amount for the Enhancement Awards, the difference shall become part of the Net Settlement Amount and shall be distributed to Settlement Class and Collective Members pursuant to this Agreement, and shall not be grounds to terminate or nullify this Settlement. Within ten (10) business days after receipt of the Gross Settlement Amount, the Settlement Administrator shall pay Plaintiffs' Enhancement Awards.

6. **Class Counsel Award.** Class Counsel shall be entitled to request attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount, which amounts to One Million Two Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$1,283,333), subject to Court approval. In addition, Class Counsel shall also be entitled to request a Cost Award of actual costs associated with Class Counsel's prosecution of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000), subject to Court approval. In the event the Court awards Class Counsel less than the One Million Two Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars (\$1,283,333) Class Counsel Award requested, and/or less than Twenty Thousand Dollars (\$20,000) Cost Award requested, the difference shall become part of the Net Settlement Amount and shall be distributed to Settlement Class Members and Settlement Collective Members as part of their Individual Settlement Payments, and shall not

be grounds to terminate or nullify this Settlement. Within ten (10) business days after receipt of the Gross Settlement Amount, the Settlement Administrator shall pay the Class Counsel Award.

7. **PAGA Penalties.** Subject to Court approval, Two Hundred Thousand Dollars (\$200,000), will be paid from the Gross Settlement Amount for satisfaction of the PAGA claims in this Action. Pursuant to the PAGA, seventy-five percent (75%), or One Hundred Fifty Thousand Dollars (\$150,000), of this sum will be paid to the LWDA. The remaining twenty five percent (25%), or Fifty Thousand Dollars (\$50,000), shall be distributed to PAGA Members on a pro rata basis based on the number of Eligible PAGA Pay Periods during the PAGA Period for each PAGA Member. In the event the Court allocates an amount greater than Two Hundred Thousand Dollars to the PAGA Payment, the difference shall be deducted from the Gross Settlement Amount and shall not be grounds to terminate or nullify this Settlement. Within ten (10) business days after receipt of the Gross Settlement Amount, the Settlement Administrator will pay the LWDA Payment.

8. **Settlement Administration Costs.** The Settlement Administration fees and expenses, which are estimated not to exceed \$20,000, shall be paid from the Gross Settlement Amount. Prior to Plaintiffs filing a Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

9. **Payroll Taxes.** In accordance with this Settlement and to the fullest extent possible, the Gross Settlement Amount shall resolve, satisfy, and completely extinguish all of Defendant's liability with respect to the Settlement Class Members, Collective Members and PAGA Members, except that the Defendant shall solely be responsible for its Employer's Share of Payroll Taxes, which Defendant will pay separate and in addition to the Gross Settlement Amount. Upon the transfer of the Gross Settlement Amount and Employer's Share of Payroll Taxes, Defendant shall have no further payment or defense obligation whatsoever with respect to any claims covered by this Settlement.

10. **Duties of the Parties Prior to Court Preliminary Approval.** At least fourteen

(14) calendar days before the deadline to file the Motion for Preliminary Approval, Class Counsel shall provide Defense Counsel with the opportunity to review and comment on the Motion for Preliminary Approval. Defendant shall not oppose Plaintiffs' Motion for Preliminary Approval to the extent it is consistent with the terms and conditions herein. The Parties and counsel agree to cooperate in good faith towards approving the Settlement and shall resubmit approval papers as may be requested or required by the Court.

a. The Parties shall submit this Settlement Agreement to the Court in support of Plaintiffs' Motion for Preliminary Approval and determination by the Court as to its fairness, adequacy, and reasonableness. As part of Plaintiffs' Motion for Preliminary Approval, Plaintiffs shall also apply to the Court for the entry of an Order as follows:

- i. Certifying the Settlement Class and Settlement Collective for settlement purposes only;
- ii. Approving, as to form and content, the proposed Class Notice and Collective Notice;
- iii. Approving the manner and method for Class Members to object or request exclusion from the Settlement, as contained herein and within the Class Notice;
- iv. Directing the mailing of the Class Notices to Class Members and Collective Notices to Collective Settlement Members, by first class mail;
- v. Preliminarily approving the Settlement subject only to the objections of California Class Members and final review by the Court; and
- vi. Setting a Final Approval Hearing.

b. Class Counsel shall submit this proposed settlement to the LWDA at the same time that the motion for preliminary approval is submitted to the Court.

11. **Duties of the Parties Prior to Court Final Approval.** At least seven (7) days before the deadline to file the Motion for Final Approval, Class Counsel shall provide Defense Counsel with the opportunity to review and comment on the Motion for Final Approval. Defendant shall not oppose Plaintiffs' Motion for Final Approval to the extent it is consistent with the terms and conditions herein or as modified by the Court.

12. **Final Settlement Approval Hearing and Entry of Final Order and Judgment.**

At the Final Approval Hearing, Class Counsel will move the Court for entry of a Final Order and Judgment in accordance with the California Rule of Court 3.769(h). Class Counsel will seek approval of the Class Settlement as being fair, reasonable, and adequate to the Settlement Class Members within the meaning of California Code of Civil Procedure §§ 877 and 877.6. Class Counsel and Defense Counsel will submit to the Court such pleading and/or evidence as required for the Court's determination. Class Counsel will also comply with the requirements for submission and approval of PAGA settlements, set forth in California Labor Code § 2699(l). The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for final approval, and shall resubmit approval papers as may be requested or required by the Court.

13. **Duties of the Parties Following Final Approval.** Following final approval by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a proposed Final Order of Approval and Judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs and approving payment of Settlement Administration Costs;
- c. Approving the Enhancement Award payments to Plaintiffs; and
- d. Entering judgment in this Action barring and enjoining all members of the Settlement Class from prosecuting against any of the Released Parties, any individual, class, or representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all payments and obligations hereunder.

14. **Final Report by Settlement Administrator.** Within ten (10) calendar days after final disbursement of all funds from the Settlement Fund Account, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with the Final Report.

15. **Revocation of Settlement by Defendant.** If five percent (5%) or more of the California Class Members submit valid and timely Request for Exclusions to the Settlement,

Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within seven calendar (7) days after receiving from the Settlement Administrator the final list of opt-outs. Defendant agrees to meet and confer in good faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event Defendant elects to rescind/void the Settlement Agreement, it shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the Settlement Class certified pursuant to this Settlement Agreement will be decertified for all purposes.

16. **Nullification of Settlement.** In the event that: (i) the Court does not finally approve the Settlement as provided herein; (ii) if the appropriate appellate court fails to approve the Settlement; or (iii) the Settlement does not become final for any other reason: (1) the Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the Settlement Class Members, PAGA Members, the LWDA, or Settlement Collective Members, Plaintiffs, or Plaintiffs' counsel; (3) any preliminary approval order, final approval order, or judgment shall be vacated; and (4) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

17. **Plaintiffs' Waiver of Right to Be Excluded.** Plaintiffs agrees that by signing this Settlement Agreement, they will be bound by the terms herein. Plaintiffs further agree that, upon signing this Settlement Agreement, they will not request to be excluded from this Settlement and that any such request for exclusion by Plaintiffs will be void and of no force or effect.

18. **No Admission by Defendant.** Defendant denies all claims alleged in this Action and denies all wrongdoing whatsoever by Defendant. Neither this Settlement, nor any of its terms and conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall be used against Defendant as an admission or indication with respect to any claim of

any fault, concession, or omission by Defendant or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Settlement will not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class, Collective, or PAGA Member, other than according to the terms of this Settlement.

19. **Privacy of Documents and Information.** Plaintiffs and Class Counsel agree that they will destroy all documents and information provided to them by Defendant within the course and scope of the Action within thirty (30) days after the Effective Date, except for documents that must be saved in client files and/or Class Counsel's archives and/or documents that must be saved for malpractice purposes or ethical rules governing attorney conduct in California and the United States. Plaintiffs and Class Counsel further agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than the defense or prosecution of a malpractice action or defense of any state bar complaint.

20. **Publicity.** Neither Plaintiffs nor Plaintiffs' counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Plaintiffs' counsel agree that, prior to filing a motion for preliminary approval of the settlement, they will keep the terms of the settlement confidential except for purposes of communicating with Plaintiffs only. Plaintiffs understand that prior to the filing of a motion for preliminary approval, the Settlement is confidential and shall keep it confidential. From and after preliminary approval of the settlement, Plaintiffs and Plaintiffs' counsel may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or electronic (including the world wide web), to say the Action has been resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Settlement Class and

Settlement Collective Members regarding the Settlement, and nothing shall prohibit Class Counsel from referring to the Settlement in adequacy of counsel declarations or related court filings.

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

22. **Judgment and Continued Jurisdiction.** Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

23. **Exhibits and Headings.** The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. The Exhibits to this Settlement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only.

24. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest, or by court order.

25. **Entire Agreement.** This Settlement constitutes the entire agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiffs or Defendant.

26. **Authorization to Enter into Settlement Agreement.** Class Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Settlement. The Parties, Class Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator and/or Court to resolve such disagreement. The person signing this Settlement on behalf of Defendant represents and warrants that he or she is authorized to sign this Settlement on behalf of Defendant. Plaintiffs represent and warrants that they are authorized to sign this Settlement and have not assigned any claim, or part of a claim, covered by this Settlement of Settlement to a third party. The Parties have cooperated in the drafting and preparation of this Settlement. Hence, in any construction made of this Settlement, the same shall not be construed against any of the Parties.

27. **Binding on Successors and Assigns.** This Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

28. **California Law Governs.** All terms of this Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

29. **Counterparts.** This Settlement may be executed in one or more counterparts, including electronic scan, pdf, and/or DocuSign. All executed counterparts and each of them shall be deemed to be one and the same instrument. Facsimile or .pdf copies of any such signed counterparts may be used in lieu of the original for any purpose. Pursuant to California Civil Code § 1633.7, and other analogous laws, Parties agree they may use DocuSign or similar electronic signature technology to expedite the execution of this Settlement Agreement.

30. **This Settlement is Fair, Adequate, and Reasonable.** Plaintiffs represent that this Settlement is a fair, adequate, and reasonable settlement of the Action and that they have arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

31. **Invalidity of Any Provision.** Before declaring any term or provision of this Settlement invalid, the Parties request that the Court first attempt to construe the terms or

provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement as valid and enforceable. In the event the Court declares any material provision of this Settlement invalid, the Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to by the Parties in writing.

32. **Escalator Clause.** If the gross total of Applicable Workweeks for the Settlement Class during the California Class Settlement period and Settlement Collective during the Collective Settlement Period combined exceeds 110% of the estimated workweeks used at the mediation (i.e. 81,400), then, at Defendant's option, either (a) the Class Settlement Period and the Collective Settlement Period shall end as of the date the gross Applicable Workweeks reaches 81,400; or (b) increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of gross Applicable Workweeks in excess of 81,400 (i.e., if the gross Applicable Workweeks reach 82,140, which is 11% greater than the estimate at mediation, then the Gross Settlement Amount increases by 1% to \$3,888,500).

33. **Binding Nature of Notice of Class Action Settlement.** It is agreed that, because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Settlement. The Class Notice shall advise all Class Members of the binding nature of the Settlement and the release of the Released Class Claims, Released FLSA Claims, and Released PAGA Claims and shall have the same force and effect as if this Settlement were executed by each Settlement Class Member, Collective Member, and PAGA Member.

IN WITNESS WHEREOF, the Parties, with the benefit of representation and advice of counsel, hereto knowingly and voluntarily execute this Joint Stipulation of Class Action and PAGA Settlement and Release, as of the date(s) set forth below:

DATED: 7/31, 2023


 Jamie Long (Jul 31, 2023 15:40 PDT)

Plaintiff Jamie Long

DATED: August 2, 2023

DocuSigned by:

 Plaintiff Marcus Serrano

DATED: August 17, 2023, 2023

JUNIPER NETWORKS (US), INC

DocuSigned by:


B4101EF5D1DE471...

Rob Mobassaly
Senior Vice President, General Counsel
Juniper Networks, Inc.

APPROVED AS TO FORM

Dated: August 2, 2023

LEBE LAW, APLC

By: 
JONATHAN M. LEBE
Attorneys for Plaintiffs
JAMIE LONG and MARCUS SERRANO
INDIVIDUALLY AND ON BEHALF OF
ALL CLASS, COLLECTIVE and PAGA
MEMBERS

Dated: August 18, 2023

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: 
MELINDA RIECHERT
LISA M. BOWMAN
Attorneys for Defendant
JUNIPER NETWORKS (US), INC.

EXHIBIT A

Job Title

Architect
Architect Specialist
Assoc Commercial Sales Rep
Assoc Key Sales Rep
Assoc Major Sales Rep
Assoc Partner Sales Rep
Assoc Sales Specialist Rep 2
Associate Manager Inside Sales
Business Development Manager 5
Business Development Mgr
Business Development Specialis
Commercial Account Manager
Commercial Sales Rep
Distinguished SE I
Engineering Program Manager 4
Key Account Manager
Lead Account Manager
Lead Business Development Mgr
Lead Key Account Manager
Lead Major Account Mgr
Lead Partner Account Mgr
Lead Sales Specialist
Lead Service Sales Specialist
Leasing/Finance Sales Acct Mgr
Major Account Manager
Major Sales Rep
Marketing Programs Spec 4
Partner Account Manager
Partner Consulting Engineer
Partner Sales Rep
Partner SE 2
Principal Engineer-SW
Product Consultant 4
Product Consultant Staff
Project/Program Mgr Sr Staff
Resident Eng Sr Staff
Resident Engineer 4
Resident Engineer Staff
Sales Demonstration Engr Staff
Sales Demonstration Sr Staff
Sales Operations Analyst 4
Sales Specialist
Service Sales Specialist
Services Mgmt Specialist 4
Services Mgmt Specialist Staff
Solution Consultant Sr Staff

Solution Consultant Staff
Sr Account Manager
Sr Architect Specialist
Sr Business Development Mgr
Sr Commercial Acct Mgr
Sr Consulting Engineer
Sr Key Account Manager
Sr Lead Sales Specialist
Sr Major Account Manager
Sr Partner Account Manager
Sr Sales Specialist
Sr Service Sales Specialist
Sr Strategic Delivery Engineer
Sr Territory Acct Mgr
Sr. Consulting Sales Engineer
Strategic Delivery Mgr Staff
Supervisor, Sales Development
Tech Lead Specialist
Technical Mktg Eng Sr Staff
Technical Success Spec Staff
Technical Support Eng Sr Staff
Technical Support Eng Staff
Technical Support Engineer 3
Technical Support Engineer 4
Territory Account Manager
Territory Sales Rep