

Kane Moon (Cal. SBN 249834)
kane.moon@moonyanglaw.com
 Roy K. Suh (Cal. SBN 283988)
roy.suh@moonyanglaw.com
MOON & YANG, APC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff ANNA ZHOU

Zachary P. Hutton (Cal. SBN 234737)
zachhutton@paulhastings.com
 Anna M. Skaggs (Cal. SBN 319179)
annaskaggs@paulhastings.com
PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, California 94111
 Telephone: (415) 856-7000
 Facsimile: (415) 856-7100

Attorneys for Defendant CISCO SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA - DOWNTOWN SUPERIOR COURT

ANNA ZHOU, individually, and on behalf of all
 others similarly situated,

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation;
 and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV396821

*Assigned for all purposes to the Honorable Sunil
 R. Kulkarni, Department 1*

**STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT**

PAGA Case No.

LWDA-CM-876122-22:

Action Filed:

FAC Filed:

Trial Date:

March 29, 2022

April 5, 2022

June 6, 2022

None Set

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
 (SANTA CLARA SUPERIOR COURT CASE NO. 22CV396821)

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CLASS AND REPRESENTATIVE ACTION SETTLEMENT

I. INTRODUCTION & RECITALS

1. Stipulating Parties and the Action and Intent to Settle Subject to Court Approval.

This settlement agreement (this “Agreement,” “Settlement,” or “Settlement Agreement”) is made by and between plaintiff Anna Zhou (“Plaintiff”) and defendant Cisco Systems, Inc. (“Defendant” or “Cisco”) (Plaintiff and Cisco together are the “Parties”). The Parties agree this Agreement and each of its terms and conditions shall be subject to Superior Court approval and intend the Agreement shall fully settle, forever resolve, discharge, and finally adjudge this Action on a class-wide and representative basis.

2. **March 29, 2022 PAGA Notice.** On March 29, 2022, Plaintiff submitted to the California Labor and Workforce Development Agency (“LWDA”) notice of Plaintiff’s claim under the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698, *et seq.* against Cisco in LWDA Case No. LWDA-CM-876122-22.

3. **April 5, 2022 Complaint.** On April 5, 2022, Plaintiff filed a complaint against Cisco in the Superior Court of the State of California, for the County of Santa Clara (the “Superior Court”), titled “*ANNA ZHOU, individually, and on behalf of all others similarly situated, Plaintiff, vs. CISCO SYSTEMS, INC., a California corporation; and DOES 1 through 10, inclusive, Defendants,*” No. 22CV396821 (the “Action”), currently pending in the Superior Court, in which Plaintiff asserted putative class claims and representative claims pursuant to the Business and Professions Code, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, in an eight cause of action complaint against Cisco for alleged failure to maintain accurate records and failure to pay all wages due during employment, including (1) minimum wages; (2) overtime wages at the regular rate of pay; (3) failure to provide meal periods and pay meal period premiums at the regular rate of pay; (4) failure to provide rest periods and pay rest period premiums at the regular rate of pay; (5) failure to reimburse necessary business expenses; (6) failure to timely pay all wages due at termination; (7) failure to furnish accurate itemized wage statements; and (8) for unfair competition.

4. **June 6, 2022 First Amended Complaint.** On June 6, 2022, Plaintiff filed a first amended complaint, the operative complaint in the Action, which added a ninth cause of action under PAGA.

5. **February 15, 2023 Mediation and February 16, 2023 Memorandum of Agreement.** On February 15, 2023, the Parties participated in a mediation presided over by David A. Rotman of Mediated

Negotiations. During the mediation, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions. This Agreement supersedes the Parties' February 16, 2023 Memorandum of Agreement entered into following the mediation and any other agreements, understandings, or representations between the Parties.

6. **Compromise of Highly Disputed Claims and Settlement Agreement Based on These Recitals and Definitions.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission by Cisco that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims, or as an admission by Plaintiff that Cisco's defenses in the Action have merit. Based on these Recitals and Definitions and other capitalized terms defined in this Agreement, the Parties agree as follows.

II. DEFINITIONS

7. **Defined Terms.** In addition to other terms defined in this Agreement, the terms below shall have the following meaning in this Agreement:

7.1. **Action.** "Action" means the civil action titled "*ANNA ZHOU, individually, and on behalf of all others similarly situated, Plaintiff, vs. CISCO SYSTEMS, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant,*" designated as Case No. 22CV396821, currently pending in the Superior Court of the State of California, for the County of Santa Clara.

7.2. **Cisco's Counsel.** "Cisco's Counsel" means Zachary P. Hutton and Anna M. Skaggs of Paul Hastings LLP.

7.3. **Class.** "Class" means all current and former employees who worked for Cisco in a non-exempt position in California at any time from April 5, 2018 through February 15, 2023.

7.4. **Class Counsel.** "Class Counsel" means Kane Moon and Roy K. Suh of Moon & Yang, APC.

7.5. **Class Counsel Fees and Expenses Payment.** "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses, including no less than six hundred forty-one thousand, six hundred sixty-six

dollars, and sixty-seven cents (\$641,666.67) or one-third (1/3) of the Total Settlement Amount, whichever is greater, payable to Class Counsel as reasonable attorneys' fees, and an amount not to exceed twenty-five thousand dollars and zero cents (\$25,000.00), payable to Class Counsel for the recovery of expenses directly incurred in connection with the Action, including Class Counsel's pre-filing investigation, commencement of the Action, and all related litigation activities including the negotiations leading to this Settlement and all post-Settlement compliance procedures.

7.6. Class List. "Class List" means an electronic database or file, such as a Microsoft Excel spreadsheet, which Cisco shall provide to the Settlement Administrator, containing each Class Member's name, last-known mailing address, last-known telephone number, Social Security number, and each Class Member's number of Covered Workweeks and Covered Pay Periods.

7.7. Class Members. "Class Members" means all members of the Class.

7.8. Class Notice. "Class Notice" means the Notice of Proposed Class Action Settlement and Final Approval Hearing, which the Settlement Administrator shall mail to Class Members that summarizes this Settlement including, among other things, its key terms, its binding nature, procedures for opting out of the Settlement and release of Released Claims and the procedures for objecting to the Settlement, substantially in the form of the draft attached as Exhibit A (draft Class Notice).

7.9. Class Notice Packet. "Class Notice Packet" means the Class Notice and the Notice of Estimated Settlement Share, which the Settlement Administrator shall mail to Class Members.

7.10. Class Period. "Class Period" means the period of time from April 5, 2018 through February 15, 2023.

7.11. Class Release Period. "Class Release Period" means the period of time from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the Settlement.

7.12. Class Representative Payment. "Class Representative Payment" means the amount not exceeding ten thousand dollars and zero cents (\$10,000.00) payable to Plaintiff, separate from any Settlement Share payment, to compensate Plaintiff in her capacity as Class Representative for initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses if Plaintiff was unsuccessful in the prosecution of the Action, and agreeing the release as specified in paragraph 25. (Plaintiff's Release of Plaintiff's Further Released Claims); if the Superior Court finally approves a lesser

amount, then the difference shall remain a part of the Net Settlement Amount.

7.13. Covered Pay Period. “Covered Pay Period” means a pay period worked by a PAGA Group Member for Cisco in a position covered by the Settlement from March 29, 2021 through the date on which the Superior Court grants preliminary approval of the Settlement.

7.14. Covered Workweek. “Covered Workweek” means a workweek worked by a Participating Class Member for Cisco in a position covered by the Settlement from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the Settlement.

7.15. Effective Date. “Effective Date” means the date by which all of the following have occurred: (1) Cisco has not voided this Settlement pursuant to paragraph 19. (Defendant’s Right to Rescind or Void Settlement); (2) the Superior Court enters the Judgment; and (3) the Judgment becomes Final as defined in paragraph 7.17. (“Final” definition).

7.16. Exhibits. “Exhibits” means the five (5) exhibits attached and incorporated by reference to this Agreement consisting of Exhibit A (draft Class Notice); Exhibit B (draft Notice of Estimated Settlement Share); Exhibit C (draft Preliminary Approval Order); Exhibit D-1 (draft Final Approval Order); and Exhibit D-2 (draft Final Judgment).

7.17. Final. “Final” means the last of the following dates, as applicable: (1) the last date on which a notice of appeal from the Judgment may be filed, and none is filed; (2) if a timely appeal from the Judgment is filed, then the last of the following dates: (a) the last date by which a petition for review by the California Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be filed, and none is filed; (b) the last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming or reversing the Judgment may be filed, and none is filed; (c) if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal’s decision on an appeal from the Judgment is timely filed, then the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed or reversed the Judgment) or affirming the Judgment.

7.18. Final Approval Hearing. “Final Approval Hearing” means the hearing to be conducted by the Superior Court to determine, among other things, whether to finally approve the

1 Settlement as fair, adequate, and reasonable and order the Settlement Administrator to distribute
2 Settlement funds.

3 7.19. Final Approval Order. “Final Approval Order” means the Order Granting Final
4 Approval of Class Action Settlement entered by the Superior Court, which shall, among other things,
5 finally approve the fairness, reasonableness, and adequacy of this Settlement Agreement, substantially in
6 the form of the draft attached as Exhibit D-1 (draft Final Approval Order).

7 7.20. Judgment. “Judgment” or “Final Judgment” means the Final Judgment entered by
8 the Superior Court, which shall, among other things, finally adjudge this Action, substantially in the form
9 of the draft attached as Exhibit D-2 (draft Final Judgment).

10 7.21. LWDA Payment. “LWDA Payment” means the amount equal to seventy-five
11 percent (75%) of the PAGA Civil Penalties or seventy-five thousand dollars and zero cents (\$75,000.00)
12 payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified
13 in paragraph III.11.3. (LWDA Payment to the LWDA); if the Superior Court finally approves a lesser
14 amount, then the difference shall remain a part of the Net Settlement Amount.

15 7.22. Net Settlement Amount. “Net Settlement Amount” means the amount available for
16 distribution as Settlement Shares to Participating Class Members and PAGA Group Members after
17 deductions from the Total Settlement Amount for: (a) the LWDA Payment to the LWDA; (b) the Class
18 Representative Payment to Plaintiff; (c) the Class Counsel Fees and Expenses Payment to Class Counsel;
19 and (d) the Settlement Administration Costs Payment to the Settlement Administrator. The entire Net
20 Settlement Amount shall be distributed to Participating Class Members and PAGA Group Members. If
21 any Settlement Share check is not timely cashed by a Participating Class Member or PAGA Group
22 Member, then the funds represented by the check shall be sent to the California State Controller’s Office,
23 Unclaimed Property Division, in the name of the affected Participating Class Member and PAGA Group
24 Member, leaving no residue.

25 7.23. Notice of Estimated Settlement Share. “Notice of Estimated Settlement Share”
26 means the Notice of Estimated Settlement Share, which the Settlement Administrator shall mail to Class
27 Members, that describes, among other things, Class Members’ individualized and estimated Settlement
28 Shares including the Covered Workweeks and Covered Pay Periods the Settlement Administrator intends

on crediting the Class Member, substantially in the form of the draft attached as Exhibit B (draft Notice of Estimated Settlement Share).

7.24. PAGA Group. “PAGA Group” means all Class Members who worked for Cisco in a non-exempt position in California at any time from March 29, 2021 through February 15, 2023.

7.25. PAGA Group Members. “PAGA Group Members” means all members of the PAGA Group.

7.26. PAGA Group Payment. “PAGA Group Payment” means the amount equal to twenty-five percent (25%) or twenty-five thousand dollars and zero cents (\$25,000.00) of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in paragraph 10.1.1. (PAGA Group Payment Calculation Formula); if the Superior Court finally approves a lesser amount, then the difference shall remain a part of the Net Settlement Amount.

7.27. PAGA Civil Penalties. “PAGA Civil Penalties” means the amount of one hundred thousand dollars and zero cents (\$100,000.00) payable from the Total Settlement Amount for settlement of claims for civil penalties under PAGA of which, pursuant to California Labor Code § 2699(i), seventy-five percent (75%) shall be payable to the LWDA as the LWDA Payment and twenty-five percent (25%) shall be payable to PAGA Group Members as PAGA Group Payments.

7.28. PAGA Period. “PAGA Period” means the period of time from March 29, 2021 through February 15, 2023.

7.29. PAGA Release Period. “PAGA Release Period” means the period of time from March 29, 2021 through the date on which the Superior Court grants preliminary approval of the Settlement.

7.30. Participating Class Member. “Participating Class Members” means Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion.

7.31. Preliminary Approval Hearing. “Preliminary Approval Hearing” means the hearing to be conducted by the Superior Court to determine whether to provisionally whether to finally approve the Settlement as fair, adequate, and reasonable and order the Settlement Administrator to mail Class Notice Packets to Class Members.

7.32. Preliminary Approval Order. “Preliminary Approval Order” means the Superior

1 Court's order preliminarily approving the Settlement without material change, or with material changes
2 to the Settlement to which the Parties both agree. An award by the Superior Court of lesser amounts than
3 sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment shall not be
4 considered a material change to the Settlement.

5 7.33. Response Deadline. "Response Deadline" means the date forty-five (45) days after
6 the postmarked date on Class Notice Packets the Settlement Administrator initially mails to Class
7 Members in bulk, which shall be extended an additional fourteen (14) days for affected Class Members to
8 whom the Settlement Administrator re-mails or reissues previously undelivered Class Notice Packets.

9 7.34. Settlement Administrator. "Settlement Administrator" means the third-party
10 administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.

11 7.35. Settlement Administration Costs Payment. "Settlement Administration Costs
12 Payment" means the amount estimated not to exceed thirty-five thousand dollars and zero cents
13 (\$35,000.00), payable from the Total Settlement Amount and due to the Settlement Administrator for the
14 Settlement Administrator's administration of the notice and distribution process pursuant to this
15 Settlement Agreement and the Superior Court's orders; if the Superior Court finally approves a lesser
16 amount, then the difference shall remain a part of the Net Settlement Amount.

17 7.36. Settlement Share. "Settlement Share" means the pro rata amount of the Net
18 Settlement Amount payable to each Participating Class Member, which includes the Participating Class
19 Member's Class Member Payment and, if applicable, his or her pro rata share of the PAGA Group
20 Payment.

21 7.37. Superior Court. "Superior Court" or "Court" means the Superior Court of the State
22 of California in and for the County of Santa Clara.

23 7.38. Total Settlement Amount. "Total Settlement Amount" means the non-reversionary
24 amount to be paid by Cisco as provided by this Agreement, which shall be no less than one million, nine
25 hundred twenty-five thousand dollars, and zero cents (\$1,925,000.00), subject to the provisions of
26 paragraph 30. (Unanticipated Increase in Class Members), and shall constitute a common settlement fund
27 from which the Settlement Administrator shall distribute the following payments: (a) all Settlement Shares
28 to Participating Class Members and PAGA Group Members; (b) the LWDA Payment to the LWDA;

(c) the Class Representative Payment to Plaintiff; (d) the Class Counsel Fees and Expenses Payment to Class Counsel; and (e) the Settlement Administration Costs Payment to the Settlement Administrator.

III. SETTLEMENT TERMS AND CONDITIONS

8. **Total Settlement Amount as a Non-Reversionary, Common Settlement Fund.** Subject to the terms and conditions of this Agreement including, but not limited to, paragraph 19. (Defendant's Right to Rescind or Void Settlement) and paragraph 30. (Unanticipated Increase in Class Members), the Total Settlement Amount shall be no less than one million, nine hundred twenty-five thousand dollars, and zero cents (\$1,925,000.00), which shall constitute a common settlement fund from which the Settlement Administrator shall distribute the following payments: (a) all Settlement Shares paid to Participating Class Members and PAGA Group Members; (b) the LWDA Payment to the LWDA; (c) the Class Representative Payment to Plaintiff; (d) the Class Counsel Fees and Expenses Payment to Class Counsel; and (e) the Settlement Administration Costs Payment to the Settlement Administrator.

9. **Defendant's Separate Payment of Employer's-Side Payroll Taxes.** Cisco's share of payroll taxes customarily paid by employers on the Wage Portion of Settlement Shares paid to Participating Class Members shall be paid by Cisco separately from, and in addition to, the Total Settlement Amount.

10. **Settlement Share Entitlement Requiring No Claim Form Submission Process.** The Settlement Administrator shall allocate and pay Settlement Shares from the Net Settlement Amount in the form of Settlement Share payments to Participating Class Members and PAGA Group Payments to PAGA Group Members and Class Members shall not receive, nor shall they be required to submit, a claim form to be entitled to Settlement Share payments.

10.1. **Settlement Share Calculation Formulas.** The Settlement Administrator shall calculate Settlement Share payments to Participating Class Members and PAGA Group Payments to PAGA Group Members based on the formulas that follow.

10.1.1. **PAGA Group Payment Calculation Formula.** From the Total Settlement Amount, twenty-five thousand dollars and zero cents (\$25,000.00) has been designated as the aggregate PAGA Group Payment. Each PAGA Group Member shall receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by

1 the PAGA Group Member for Cisco in a position covered by the Settlement from March 29, 2021 through
2 the date on which the Superior Court grants preliminary approval of the Settlement (“Covered Pay
3 Periods”) to (ii) the total number of Covered Pay Periods worked by all PAGA Group Members. All
4 PAGA Group Members, including those who timely and validly submit Requests for Exclusion from the
5 Settlement (i.e., PAGA Group Members who are not Participating Class Members), shall be entitled to
6 receive a pro rata share of the PAGA Group Payment.

7 10.1.2. Class Member Payment Calculation Formula. After deducting the PAGA
8 Group Payment from the Net Settlement Amount, each Participating Class Member shall be entitled to
9 receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number
10 of workweeks worked by the Participating Class Member for Cisco in a position covered by the Settlement
11 from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the
12 Settlement (“Covered Workweeks”) to (ii) the total number of Covered Workweeks worked by all
13 Participating Class Members.

14 10.2. “Opt-Out” Settlement and Effect of Class Members Who Submit Timely and Valid
15 Requests for Exclusion from the Settlement. If a Class Member opts out of the Settlement by timely and
16 validly submitting a Request for Exclusion to the Settlement Administrator, then the Class Member shall
17 not participate in or be bound by the Settlement; shall not receive a Class Member Payment; and the
18 workweeks the Class Member worked shall not be included in the aggregate number of Covered
19 Workweeks used for calculating pro rata shares of Class Member Payment for Participating Class
20 Members; provided, however, that all Class Members who are also PAGA Group Members will release
21 the PAGA claims described in paragraph 26. (Participating Class Members’ Releases of Class Members’
22 Released Claims) and paragraph 27. (PAGA Group Members Releases of Released PAGA Claims) and
23 will receive a pro rata share of the PAGA Group Payment regardless of whether they opt out of the
24 Settlement. Class Member Payment amounts that would have otherwise been payable to a Class Member
25 but for the Class Member’s Request for Exclusion shall be retained in the Net Settlement Amount for
26 distribution as Settlement Share payments to Participating Class Members.

27 10.3. Settlement Administrator’s Tax Withholdings and Characterization of Settlement
28 Shares. The Settlement Administrator shall, in conjunction with the distribution of the Settlement Shares,

withhold report such payments to taxing authorities as follows.

10.3.1. One-Third (1/3) of Settlement Shares Reported as Wages. One-third (1/3) of each Settlement Share (the “Wage Portion”) shall be treated as a payment in settlement of a Participating Class Member’s claims for unpaid wages. Accordingly, the Settlement Administrator shall deduct applicable employee payroll tax withholdings and other customary deductions from the Wage Portion of Settlement Shares and shall issue all Participating Class Members an IRS Form W-2 with respect to the Wage Portions of their Settlement Shares.

10.3.2. Two-Thirds (2/3) of Settlement Shares Reported as Non-Wages. Two-thirds (2/3) of each Settlement Share (the “Non-Wage Portion”) shall be treated as a payment in settlement of a Participating Class Member’s claims for all non-wage penalties, reimbursements, and interest. Accordingly, the Settlement Administrator shall not deduct any amounts from the Non-Wage Portion of Settlement Shares and shall issue all Participating Class Members an IRS Form 1099 with respect to the Non-Wage Portions of their Settlement Shares.

10.3.3. PAGA Group Payments Reported as Non-Wages. If a Class Member who is also a PAGA Group Member timely and validly submits a Request for Exclusion from the Settlement (i.e., a PAGA Group Member who is not a Participating Class Member), resulting in the Class Member’s entitlement to only a PAGA Group Payment as a Settlement Share, then the Class Member’s entire Settlement Share shall be treated as a payment in settlement of the Class Member’s claims for PAGA penalties. Accordingly, the Settlement Administrator shall not deduct any amounts from a Settlement Share that consists of only a PAGA Group Payment and shall issue all Class Members who are only entitled to a PAGA Group Payment an IRS Form 1099 with respect to their entire Settlement Shares.

11. **Payments to Plaintiff, Class Counsel, the LWDA, and Settlement Administrator.** The Settlement Administrator shall allocate and pay the Class Representative Payment to Plaintiff, the Class Counsel Fees and Expenses Payment to Class Counsel, the LWDA Payment to the LWDA, and the Settlement Administration Costs Payment to itself from the Total Settlement Amount as follows:

11.1. Class Representative Payment to Plaintiff. Plaintiff shall request and apply to the Superior Court for an award of not more than ten thousand dollars and zero cents (\$10,000.00) as a Class Representative Payment payable from the Total Settlement Amount and due to Plaintiff, separate from

any Settlement Share payment, in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses if Plaintiff was unsuccessful in the prosecution of the Action, and agreeing the release of Plaintiff's Further Released Claims as specified in paragraph 25. (Plaintiff's Release of Plaintiff's Further Released Claims) Cisco shall not oppose the award of a Class Representative Payment in that amount. If the Superior Court approves a Class Representative Payment of less than the amount authorized to be sought under this Agreement, then the remainder shall be retained in the Net Settlement Amount. The Settlement Administrator shall not deduct any amounts from the Class Representative Payment and shall issue Plaintiff an IRS Form 1099 with respect to the Class Representative Payment.

11.2. Class Counsel Fees and Expenses Payment to Class Counsel. Plaintiff shall request and apply to the Superior Court for an award of no less than six hundred forty-one thousand, six hundred sixty-six dollars, and sixty-seven cents (\$641,666.67) or one-third (1/3) of the Total Settlement Amount, whichever is greater, payable to Class Counsel as reasonable attorneys' fees, and an amount not to exceed twenty-five thousand dollars and zero cents (\$25,000.00), payable from the Total Settlement Amount and due to Class Counsel for the recovery of expenses directly incurred in connection with the Action as the Class Counsel Fees and Expenses Payment. Cisco shall not oppose the award of a Counsel Fees and Expenses Payment in those amounts. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount requested, then the remainder shall be retained in the Net Settlement Amount. The Settlement Administrator shall not deduct any amounts from the Class Counsel Fees and Expenses Payment and shall issue Class Counsel an IRS Form 1099 with respect to the Class Counsel Fees and Expenses Payment.

11.3. LWDA Payment to the LWDA. Plaintiff shall request and apply to the Superior Court for an amount equal to seventy-five percent (75%) of the PAGA Civil Penalties or seventy-five thousand dollars and zero cents (\$75,000.00) payable from the Total Settlement Amount and due to the LWDA for its share of the settlement of claims for civil penalties under PAGA. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained and that liability under PAGA would be established, and of the amount of civil penalties the Superior Court would award even if a PAGA representative action were

maintained and liability were found. If the Superior Court approves an LWDA Payment of less than the amount requested, then the remainder shall be retained in the Net Settlement Amount.

11.4. Settlement Administration Costs Payment to the Settlement Administrator. Plaintiff shall request and apply to the Superior Court for an amount estimated not to exceed thirty-five thousand dollars and zero cents (\$35,000.00), payable from the Total Settlement Amount and due to the Settlement Administrator for the Settlement Administrator's administration of the notice and distribution process pursuant to this Settlement Agreement. If the Superior Court approves a Settlement Administration Costs Payment of less than the amount requested, then the remainder shall be retained in the Net Settlement Amount. The Settlement Administrator shall not deduct any amounts from the Settlement Administration Costs Payment and shall issue itself an IRS Form 1099 with respect to the Settlement Administration Costs.

12. Appointment of Settlement Administrator and Settlement Administration Duties. The Parties shall request the Superior Court appoint Simpluris, Inc. to serve as Settlement Administrator, who, as a condition of appointment, shall agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties shall include preparing, printing, and mailing the Class Notice Packet to Class Members; conducting a National Change of Address search and using Accurant or other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as undelivered, re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member Requests for Exclusion from the Settlement; providing the Parties with weekly status reports regarding the delivery of Class Notice Packets and receipt of Class Member objections to and Requests for Exclusion from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator shall have the authority to resolve all disputes concerning the calculation of Class Members' Settlement Shares, subject to the dollar limitations set forth in this Agreement, and final Superior Court approval. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, shall be paid out of the Total Settlement Amount.

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IV. PRELIMINARY APPROVAL, NOTICE ADMINISTRATION, FINAL APPROVAL, AND SETTLEMENT FUND DISTRIBUTION AFTER JUDGMENT.

13. Procedure for Seeking Preliminary Approval of Settlement and Entry of a Preliminary Approval Order.

13.1. Joint Motion for Preliminary Approval. Within twenty-one (21) days after they finalize this Agreement or no later than sixteen (16) court days in advance of a date set for the Preliminary Approval Hearing, the Parties shall jointly file a motion seeking the Superior Court's entry of a Preliminary Approval Order, provisionally certifying the Class for the purposes of this Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and the Notice of Estimated Settlement Share (the "Motion for Preliminary Approval").

13.2. Notice to the LWDA of Pending Settlement of PAGA Claims. On the date that Plaintiff files the Parties' joint Motion for Preliminary Approval, Plaintiff shall submit a copy of the joint Motion for Preliminary Approval and the Settlement to the LWDA. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and shall request the Superior Court adjudicate the validity of the notice in the Motion for Final Approval of the Settlement and bar any claim to void the Settlement under PAGA.

13.3. Submission of Proposed Order Granting Preliminary Approval. The Parties shall appear at the Preliminary Approval Hearing to jointly support the granting of the Motion for Preliminary Approval and shall submit a proposed order granting the motion substantially in the form evidenced by Exhibit C (draft Preliminary Approval Order) to this Agreement.

13.4. Effect of Prejudicial Denial of Motion for Preliminary Approval. If the Superior Court declines to preliminarily approve all material aspects of the Settlement with prejudice in a manner that binds the Parties from exercising their rights to renegotiate a settlement over the same or similar subject matter, or orders material changes to the Settlement to which the Parties do not agree, then Settlement shall be null and void and the Parties shall have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment shall not be considered a material change to the Settlement.

14. **Notice Administration in Advance of Final Approval Hearing.** If the Superior Court enters a Preliminary Approval Order, then the Settlement Administrator shall mail every Class Member a Class Notice Packet, which shall include the Class Notice (completed to reflect the order granting preliminary approval of the Settlement) and the Notice of Estimated Settlement Share, in keeping with the provisions that follow.

14.1. **Defendant's Provision of Class List to Settlement Administrator.** Within thirty (30) days after the Superior Court enters a Preliminary Approval Order, Cisco shall provide to the Settlement Administrator an electronic database or file containing each Class Member's name, last-known mailing address, last-known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the "Class List"). If the Class List is incomplete or unavailable to Cisco, then Cisco shall use its best efforts to deduce or reconstruct the Class List prior to when it must be submitted to the Settlement Administrator. The information in the Class List shall otherwise remain confidential and shall not be disclosed to anyone, except in order to carry out the reasonable efforts described in paragraph 14. (Notice Administration in Advance of Final Approval Hearing), or pursuant to Cisco's express written authorization or by order of the Superior Court.

14.2. **Settlement Administrator's Mailing of Class Notice Packets to Class Members via Bulk U.S. Mail and 45-Day Response Deadline.** Within fifteen (15) days after receiving the Class List from Cisco, the Settlement Administrator shall (i) search for updated addresses for all Class Members using the National Change of Address ("NCOA") database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; and (v) mail a Class Notice Packet to each Class Member via bulk First Class United States Mail that indicates the Response Deadline is forty-five (45) days from the date of the Settlement Administrator's initial bulk mailing.

14.3. **Settlement Administrator's Skip Tracing and Re-Mailing of Undelivered Class Notice Packets.** If the Settlement Administrator receives returned or undelivered notices, then the Settlement Administrator shall make reasonable efforts to locate Class Members and re-mail the notices. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no

forwarding address is affixed thereto, then the Settlement Administrator shall promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator shall use the Class List and otherwise work with Cisco to find a more current address for the Class Member. The Settlement Administrator shall be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for, whom a Class Notice Packet is returned as undelivered. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for, whom new addresses are found. If the Class Notice Packet is re-mailed, then the Settlement Administrator shall note the re-mailing address for its own records and notify Class Counsel and Cisco's Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.

14.4. Extended Response Deadline of 14 Days for Affected Class Members to, whom the Settlement Administrator Re-Mails Class Notice Packets. The Response Deadline shall be extended an additional fourteen (14) days for affected Class Members to whom the Settlement Administrator re-mails or reissues previously undelivered Class Notice Packets.

14.5. Settlement Administrator's Weekly Reports During Class Notice Administration. Each week after mailing Class Notice Packets in bulk, the Settlement Administrator shall provide to Class Counsel and Cisco's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed, the receipt of objections to the Settlement, the receipt of Requests for Exclusion from the Settlement, and disputes regarding Covered Workweeks and/or Covered Pay Periods.

14.6. Settlement Administrator's Declaration of Due Diligence. In connection with the Parties' joint Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

1 15. **Objections to Settlement and Requests for Exclusion from Settlement.** Class Members
2 may object to or opt out of the Settlement pursuant to the following procedures:

3 15.1. Participating Class Member Objections to Settlement. Participating Class Members
4 who wish to object to any term of the Settlement must submit an objection to the Settlement Administrator,
5 postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice
6 Packets (or, if the Participating Class Member's notice was returned to the Settlement Administrator as
7 undeliverable, then the affected Participating Class Member shall have an additional fourteen (14) days
8 beyond the 45th day after the initial mailing of the notice). The Settlement Administrator shall, within two
9 (2) business days of receipt, serve any objection(s) as received on Class Counsel and Cisco's Counsel,
10 who shall then promptly file all such objections with the Superior Court. Class Counsel and Cisco's
11 Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the
12 Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full
13 name, current address, and telephone number, as well as contact information for any attorney representing
14 the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and
15 legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations,
16 and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the
17 Settlement Administrator mails the Class Notice Packets (or, if applicable, no later than 14 days after the
18 45th day from the date of the initial mailing). The objection also shall indicate whether the Class Member
19 intends to appear at the Final Approval Hearing. Alternatively, Class Members shall be entitled to be heard
20 at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the
21 Settlement.

22 15.2. Class Member Requests for Exclusion. The Class Notice shall provide that Class
23 Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a
24 written Request for Exclusion letter, postmarked no later than forty-five (45) days after the Settlement
25 Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the
26 Settlement Administrator as undeliverable, then the affected Class Member shall have an additional
27 fourteen (14) days beyond the 45th day after the initial mailing of the notice). The Request for Exclusion
28 shall be a writing prepared by a Class Member containing: (i) the Class Member's name, address,

1 telephone number, and the last four digits of his or her Social Security number; (ii) a statement the Class
2 Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature.
3 If a question is raised about the authenticity of a signed Request for Exclusion, then the Settlement
4 Administrator shall have the right to demand additional proof of the Class Member's identity. A Class
5 Member who timely submits a valid Request for Exclusion shall not participate in or be bound by the
6 Settlement and the Judgment, except that all PAGA Group Members shall receive a portion of the PAGA
7 Group Payment and shall release the PAGA claims described in paragraph 26. (Participating Class
8 Members' Releases of Class Members' Released Claims) and paragraph 27. (PAGA Group Members
9 Releases of Released PAGA Claims) regardless of whether they opt out. All Class Members who do not
10 submit a valid Request for Exclusion in the manner and by the applicable deadline specified in this
11 paragraph shall be bound by all terms and conditions of the Settlement, including its release of claims, if
12 the Settlement is approved by the Superior Court, and by the Judgment.

13 16. **Settlement Administrator's Report on Objections and Requests for Exclusion.** Not
14 later than ten (10) days after the deadline for submission of objections to and Requests for Exclusion from
15 the Settlement, the Settlement Administrator shall provide the Parties with a complete and accurate list of
16 objections and opt-outs submitted by Class Members.

17 17. **Class Member Covered Workweek and Covered Pay Period Disputes and Resolution.**
18 If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Share
19 including the number of Covered Workweeks and/or Covered Pay Periods the Settlement Administrator
20 intends on crediting the Class Member, then the Class Member must ask the Settlement Administrator to
21 resolve the matter by returning the Notice of Estimated Settlement Share with the information that he or
22 she contends is correct, including any documentation the Class Member has to support his or her
23 contention, postmarked no later than forty-five (45) days after the Settlement Administrator initially mails
24 Class Notice Packets in bulk. If a Class Member disputes information in a Notice of Estimated Settlement
25 Share, then Cisco shall have the right to review its payroll and personnel records to verify the correct
26 information. After consultation with Class Counsel, the Class Member, and Cisco, the Settlement
27 Administrator shall make a determination of the correct information, and that determination shall be final
28 and binding on the Parties and the Class Member, and non-appealable.

18. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel shall solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.

19. **Defendant's Right to Rescind or Void Settlement.** If five percent (5%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent (5%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, then Cisco shall have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it shall be null and void. Cisco must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of Requests for Exclusion, which the Settlement Administrator shall do within ten (10) days after the deadline for submission of Requests for Exclusion. If Cisco exercises the right to rescind, then it shall be responsible for the costs of administration of the Settlement incurred through that time. If Cisco does not exercise the right to rescind, then the Parties shall jointly move for final approval of the Settlement, and Plaintiff shall move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Cisco shall not oppose.

20. **Procedure for Seeking Final Approval of Settlement and Entry of a Final Approval Order and Judgment.**

20.1. **Joint Motion for Final Approval and Judgment.** Not later than sixteen (16) court days before the Final Approval Hearing, the Parties shall jointly file a motion seeking the Superior Court's entry of a Final Approval Order, which shall, among other things, finally certify the Class for the purposes of this Settlement, order Cisco to transfer the Total Settlement Amount to the Settlement Administrator, order the Settlement Administrator to pay the LWDA Payment, the Class Representative Payment, the Class Counsel Fees and Expenses Payment, and the Settlement Administration Costs, and to set a hearing date regarding the distribution of Settlement Funds (the "Motion for Final Approval").

20.2. **Parties' Rights to Reply to Any Opposition.** Not later than five (5) court days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the Motion for Final Approval of the Settlement if any opposition to the motion is filed.

20.3. **Additional Briefing and Final Approval.** If the Superior Court does not grant final

1 approval of the Settlement with prejudice in a manner that binds the Parties from exercising their rights to
2 renegotiate a settlement over the same or similar subject matter, or if the Superior Court's final approval
3 of the Settlement is reversed or materially modified on appellate review, then this Settlement shall be null
4 and void; if that occurs, then the Parties shall have no further obligations under the Settlement, including
5 any obligation by Cisco to pay the Total Settlement Amount, except that Cisco shall pay the Settlement
6 Administrator's reasonable fees and expenses incurred as of the date the Settlement is deemed null and
7 void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment
8 or Class Counsel Fees and Expenses Payment shall not constitute a material modification of the
9 Settlement; although Plaintiff maintains the right to appeal any such reduction.

10 20.4. Additional Briefing and Final Approval. Together with the Motion for Final
11 Approval, the Parties shall present to the Superior Court for its approval and entry a Proposed Order
12 Granting Final Approval of Settlement and a Proposed Final Judgment, in substantially the form evidenced
13 by Exhibit D-1 (draft Final Approval Order) and Exhibit D-2 (draft Final Judgment). After entry of the
14 Judgment, the Superior Court shall have continuing jurisdiction over the Action and the Settlement solely
15 for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and
16 (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

17 21. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms
18 of this Agreement, Plaintiff, Participating Class Members who did not timely submit an objection to the
19 Settlement or intervene in the Action, Cisco, and their respective counsel hereby waive any and all rights
20 to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate
21 proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and
22 the Judgment therefore shall become non-appealable at the time it is entered. The waiver of appeal does
23 not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment
24 proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from
25 appealing from a refusal by the Superior Court to award the full Class Representative Payment or the
26 Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the
27 time for consummating the Settlement (including making payments under the Settlement) shall be
28 suspended until such time as all appeals are finally resolved and the Judgment becomes Final, as defined

1 in this Agreement.

2 22. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If,
3 after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application,
4 the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the
5 Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on
6 review by a higher court, then either Plaintiff or Cisco shall have the right to void the Settlement, which
7 the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court
8 not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially
9 modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's
10 award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment shall not
11 constitute a vacating, reversal, or material modification of the Judgment within the meaning of this
12 paragraph.

13 23. **Defendant's Transfer of Total Settlement Amount to the Settlement Administrator**
14 **and Distribution of Settlement Payments Therefrom.** Within three (3) days after the Settlement
15 becomes Final, the Settlement Administrator shall provide Cisco with wire transfer information. Within
16 twenty (20) days after the Settlement Administrator provides Cisco with wire transfer information, Cisco
17 shall transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten
18 (10) days thereafter, the Settlement Administrator shall distribute payments of therefrom as: (a) Settlement
19 Shares to Participating Class Members; (b) the Class Representative Payment to Plaintiff; (c) the LWDA
20 Payment to the LWDA; (d) the Class Counsel Fees and Expenses Payment to Class Counsel; and (e) the
21 Settlement Administration Costs Payment to itself.

22 24. **Uncashed Settlement Share Checks and Transfer to Unclaimed Property Fund.**
23 Participating Class Members and PAGA Group Members must cash their Settlement Share checks within
24 one hundred and eighty (180) calendar days after the Settlement Administrator initially mails Settlement
25 Share checks in bulk. If a check is returned to the Settlement Administrator, then the Settlement
26 Administrator shall make all reasonable efforts to re-mail it to the affected Participating Class Member or
27 PAGA Group Member at his or her correct address. If any Participating Class Member or PAGA Group
28 Member's Settlement Share check is not cashed within one hundred and twenty (120) days after the

1 Settlement Administrator initially mails Settlement Share checks in bulk, then the Settlement
2 Administrator shall send the affected Participating Class Member or PAGA Group Member a postcard
3 informing him or her that unless the check is cashed in the next sixty (60) days, it shall expire and become
4 non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member
5 fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is
6 mailed to him or her, the Settlement Administrator shall distribute the funds represented by the check to
7 the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member.

8 **V. RELEASES AND WAIVER OF CLAIMS.**

9 25. **Plaintiff's Release of Plaintiff's Further Released Claims.** In consideration of Plaintiff's
10 awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions
11 of the Settlement, as of the date the Settlement becomes Final as set forth in paragraph 7.17. ("Final"
12 definition) and is fully funded as set forth in paragraph 23. (Defendant's Transfer of Total Settlement
13 Amount to the Settlement Administrator and Distribution of Settlement Payments Therefrom), Plaintiff
14 releases any and all known and unknown claims, up to and including the date that Plaintiff signs this
15 Agreement, against Cisco and any present and former parents, subsidiaries and affiliated companies or
16 entities, and their respective officers, directors, employees, partners, shareholders and agents, and any
17 other successors, assigns and legal representatives and its related persons and entities ("Released Parties"),
18 and waives the protection of California Civil Code section 1542 ("Plaintiff's Further Released Claims"),
19 which reads:

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

23 26. **Participating Class Members' Releases of Class Members' Released Claims.** In
24 consideration for their awarded Settlement Share payments, as of the date the Settlement becomes Final
25 as set forth in paragraph 7.17. ("Final" definition) and is fully funded as set forth in paragraph 23.
26 (Defendant's Transfer of Total Settlement Amount to the Settlement Administrator and Distribution of
27 Settlement Payments Therefrom), all Participating Class Members (i.e., those Class Members who do not
28 timely and validly submit a Request for Exclusion from the Settlement), shall release any and all known

1 and unknown claims against Cisco and the Released Parties that are asserted in the First Amended
 2 Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that,
 3 from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the
 4 Settlement (the “Class Release Period”), Cisco failed to pay all wages due, including minimum wages and
 5 overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay;
 6 maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business
 7 expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting
 8 employees. The released claims include, but are not limited to, claims brought under California Labor
 9 Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1,
 10 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the
 11 Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties,
 12 civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair
 13 competition under California Business and Professions Code section 17200 *et seq.*; attorneys’ fees and
 14 costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such
 15 claims (the “Class Members’ Released Claims”).

16 27. **PAGA Group Members Releases of Released PAGA Claims.** In consideration for their
 17 awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as set forth in
 18 paragraph 7.17. (“Final” definition) and is fully funded as set forth in paragraph 23. (Defendant’s Transfer
 19 of Total Settlement Amount to the Settlement Administrator and Distribution of Settlement Payments
 20 Therefrom), the State of California and all PAGA Group Members shall release any and all claims under
 21 PAGA for civil penalties against Cisco and the other Released Parties that arise out of or reasonably relate
 22 to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, from March 29,
 23 2021 through the date on which the Superior Court grants preliminary approval of the Settlement (the
 24 “PAGA Release Period”), Cisco failed to pay all wages due, including minimum wages and overtime;
 25 provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain
 26 accurate records; furnish accurate itemized wage statements; reimburse for necessary business expenses;
 27 timely pay all wages due during employment; or pay all wages due to discharged and quitting employees
 28 (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims arising

under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All PAGA Group Members shall release the Released PAGA Claims, and shall receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

28. **Class Counsel.** Class Counsel shall not seek or be entitled to any attorneys' fees and/or expenses in this Action, other than those specified in this Agreement.

29. **No Effect on Other Benefits.** The Settlement Shares shall not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or Class Members beyond those provided by this Agreement, and Class Members shall be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

30. **Unanticipated Increase in Class Members.** It is estimated that there are approximately 5,865 Class Members (the "Class Estimate"), who worked in a position covered by the Settlement during the period from April 5, 2018 to August 14, 2022. If the actual number of Class Members who worked in a position covered by the Settlement during the Class Period is more than ten percent (10%) higher than the Class Estimate (*i.e.*, if the actual number of Class Members is higher than 6,452), then the Total Settlement Amount shall increase proportionately with the number of workweeks worked by those Class Members in excess of the 10% threshold during the Class Period.

VI. ADDITIONAL SETTLEMENT PROVISIONS.

31. **Confidentiality Preceding Preliminary Approval.** Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel shall not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration, except as needed to inform the Superior Court of the status of the case.

32. **No Admission of Liability and Limitations on Use of Settlement Agreement as Evidence in Later Proceedings.** The Parties enter into this Agreement solely for the purpose of compromising highly disputed claims and agree it shall subject to limitations on its use as evidence in

1 further proceedings as follows.

2 32.1. No Admissions by Defendant or Plaintiff. Cisco denies that it has engaged in any
3 unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the
4 claims asserted in the Action, the claims asserted in the Action can proceed on a representative basis, or
5 that, but for the Settlement, a class should be certified in the Action. Nothing in this Agreement is intended
6 or shall be construed as an admission of liability or wrongdoing by Cisco, or an admission by Plaintiff
7 that any of her claims were non-meritorious or any defense asserted by Cisco was meritorious. This
8 Settlement and the fact that Plaintiff and Cisco were willing to settle the Action shall have no bearing on,
9 and shall not be admissible in connection with, any litigation (other than solely in connection with the
10 Settlement).

11 32.2. Certification for Settlement Purposes Only. The Parties agree the Motion for
12 Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and
13 if, for any reason, the Settlement is not finally approved, then the provisional certification shall have no
14 force or effect and shall be immediately revoked. The Parties further agree that certification for purposes
15 of the Settlement is in no way an admission that class certification is proper under the more stringent
16 standard applied for litigation purposes and that this Settlement shall not be admissible in this or any other
17 proceeding as evidence that (a) a class should be certified or (b) Cisco is liable to Plaintiff or the Class.

18 32.3. Inadmissibility as Evidence of Liability. Whether or not the Judgment becomes
19 Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related
20 to the Settlement or the Agreement, or any reports or accounting of those matters, shall be (i) construed
21 as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to
22 Cisco or the Released Parties, including, but not limited to, evidence of a presumption, concession,
23 indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission,
24 concession or damage; or (ii) disclosed, referred to or offered in evidence against Cisco or any of the
25 Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative
26 action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

27 32.4. Admissibility to Enforce Settlement and in Defense of Released Claims. This
28 section and all other provisions notwithstanding, any and all Settlement provisions may be admitted in

evidence and otherwise used in any and all proceedings to enforce any or all terms, or in defense of any claims released or barred by this Agreement.

33. **Integrated Agreement.** After this Agreement is signed by all Parties and their counsel, this Agreement and its Exhibits shall constitute the entire agreement between the Parties relating to the Settlement, and it shall then be deemed that no oral representations, warranties, covenants, or inducements have been made to any of the Parties concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its Exhibits. However, if any material inconsistencies or ambiguities arise during the construction and interpretation of the terms and provisions of any of the Exhibits as compared to the terms and provisions in this Settlement Agreement, then the terms and provisions in this Settlement Agreement shall control.

34. **Modification of Agreement.** This Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

35. **Agreement Binding on Successors.** This Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

36. **Applicable Law.** All Settlement terms and conditions and its Exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

37. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation. Any ambiguities in this Agreement shall not be construed against any of the Parties on the basis that one of the Parties was the sole drafter of the Agreement.

38. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

39. **Headings.** The descriptive heading of any section or paragraph is inserted for convenience of reference only and does not constitute a part.

40. **Notice.** All notices, demands or other communications given under this Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United

States mail, addressed as follows:

To Plaintiff and the Class:

Kane Moon (kane.moon@moonyanglaw.com)
 Roy K. Suh (roy.suh@moonyanglaw.com)
MOON & YANG, APC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128; Facsimile: (213) 232-3125

To Cisco:

Zachary P. Hutton (zachhutton@paulhastings.com)
 Anna M. Skaggs (annaskaggs@paulhastings.com)
PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, California 94111
 Telephone: (415) 856-7000; Facsimile: (415) 856-7100

41. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange between themselves original signed counterparts. Facsimile signatures shall be accepted if the original signature is provided within seven days. Any executed counterpart shall be admissible in evidence to prove the existence and contents.

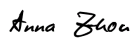
VII. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

IT IS SO STIPULATED.

DATED: 6/22/2023 _____

PLAINTIFF ANNA ZHOU

DocuSigned by:

 By: _____
 ANNA ZHOU

Plaintiff ANNA ZHOU individually, and on behalf
 of all others similarly situated

DATED: _____

DEFENDANT CISCO SYSTEMS, INC.

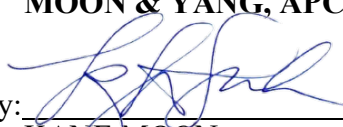
By: _____
 CLAIRE GRAY

Vice President, People & Communities
 CISCO SYSTEMS, INC., a California corporation

1 **APPROVED AS TO FORM:**

2 DATED: June 22, 2023

MOON & YANG, APC

3
4 By: 

KANE MOON

ROY K. SUH

5
6 Attorneys for Plaintiff ANNA ZHOU individually,
and on behalf of all others similarly situated

7 DATED: _____

PAUL HASTINGS LLP

8
9 By: _____

ZACHARY P. HUTTON

10 ANNA M. SKAGGS

11 Attorneys for Defendant CISCO SYSTEMS, INC.,
12 a California corporation

States mail, addressed as follows:

To Plaintiff and the Class:

Kane Moon (kane.moon@moonyanglaw.com)
 Roy K. Suh (roy.suh@moonyanglaw.com)
MOON & YANG, APC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128; Facsimile: (213) 232-3125

To Cisco:

Zachary P. Hutton (zachhutton@paulhastings.com)
 Anna M. Skaggs (annaskaggs@paulhastings.com)
PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, California 94111
 Telephone: (415) 856-7000; Facsimile: (415) 856-7100

41. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange between themselves original signed counterparts. Facsimile signatures shall be accepted if the original signature is provided within seven days. Any executed counterpart shall be admissible in evidence to prove the existence and contents.

VII. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

IT IS SO STIPULATED.

DATED: _____

PLAINTIFF ANNA ZHOU

By: _____
 ANNA ZHOU

Plaintiff ANNA ZHOU individually, and on behalf
 of all others similarly situated

DATED: _____

DEFENDANT CISCO SYSTEMS, INC.

DocuSigned by:
Claire Gray
 888A8AAE7DA044C...
 By: _____
 CLAIRE GRAY

Vice President, People & Communities
 CISCO SYSTEMS, INC., a California corporation

1 **APPROVED AS TO FORM:**

2 DATED: _____

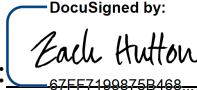
MOON & YANG, APC

3
4 By: _____
5 KANE MOON
6 ROY K. SUH

Attorneys for Plaintiff ANNA ZHOU individually,
and on behalf of all others similarly situated

7 DATED: 6/26/2023
8 _____

PAUL HASTINGS LLP

9 DocuSigned by:
10 *Zach Hutton*
11 By:  _____
12 ZACHARY P. HUTTON
13 ANNA M. SKAGGS

Attorneys for Defendant CISCO SYSTEMS, INC.,
a California corporation

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EXHIBIT A

**(NOTICE OF PROPOSED
CLASS ACTION
SETTLEMENT AND FINAL
APPROVAL HEARING)**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Zhou v. Cisco Systems, Inc.
Santa Clara County Superior Court, Case No. 22CV396821

**A COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION BY A LAWYER.
YOU ARE NOT BEING SUED.**

To: All current and former employees who worked for Cisco in a non-exempt position in California at any time from April 5, 2018 through February 15, 2023.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY CISCO. IF YOU WISH TO RECEIVE A SHARE OF THE SETTLEMENT PROCEEDS, READ THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT SHARE AND CONFIRM THAT YOUR IDENTIFYING INFORMATION AND THE INFORMATION ABOUT YOUR EMPLOYMENT WITH CISCO IS CORRECT. IF THE INFORMATION IS NOT CORRECT, RETURN IT TO THE SETTLEMENT ADMINISTRATOR FOLLOWING THE INSTRUCTIONS IN THIS NOTICE.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Payment	To receive a payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is set forth in the Notice of Estimated Settlement Share enclosed with this Class Notice. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims as detailed in Section 7 below. If your address has changed, you must notify the Settlement Administrator as explained in the Notice of Estimated Settlement Share.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator following the instructions in this notice. If you request exclusion, you will not receive a Class Member Payment and you will not release the Class Members’ Released Claims. However, if you are a PAGA Group Member, you will still receive a PAGA Group Payment and be bound by the release of the Released PAGA Claims. More information and instructions are provided in Section 5 below.
Object	Write to the Court about why you do not agree with the Settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SANTA CLARA (THE “COURT”) ENTERED ON [DATE OF PRELIMINARY APPROVAL], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

1. WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the “Settlement”) has been reached between plaintiff Anna Zhou (“Plaintiff”) and defendant Cisco Systems, Inc. (“Cisco”), in the class action pending in the Court (the “Action”).

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Cisco’s records indicate that you are a member of the Class. This notice is designed to inform you of the terms of the Settlement and how you can object to the Settlement, opt out of the Settlement, or provide corrected information to the Settlement Administrator. Unless you opt out of the Settlement, the Settlement if finally approved by the Court will be binding upon you.

2. WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of Santa Clara, is titled “*ANNA ZHOU, individually, and on behalf of all others similarly situated, Plaintiff, vs. CISCO SYSTEMS, INC., a California corporation; and DOES 1 through 10, inclusive, Defendant,*” No. 22CV396821.

In this Action, Plaintiff alleges that Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; and pay all wages due to discharged and quitting employees.

Cisco denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims.

After good-faith negotiations, in which both sides recognized the risk of an uncertain outcome, Plaintiff and Cisco agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Cisco that Plaintiff's claims in the Action have merit or that it has any liability to Plaintiff or the proposed class on those claims. On the contrary, Cisco denies any and all such liability, and maintains that it complied with all applicable laws.

The parties and their counsel have concluded the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

3. WHO IS INCLUDED IN THE SETTLEMENT?

You are a **"Class Member"** included in the Settlement if you fall within the following definition:

All current and former employees who worked for Cisco in a non-exempt position in California at any time from April 5, 2018 through February 15, 2023 (the **"Class Period"**).

You are a **"PAGA Group Member"** included in the Settlement if you fall within the following definition:

All Class Members who worked for Cisco in a non-exempt position in California at any time from March 29, 2021 through February 15, 2023 (the **"PAGA Period"**).

If the Court approves and enters a final judgment in the Action based on the Settlement, then all Class Members who did not submit a timely and valid request for exclusion will release the "Class Members' Released Claims" (described below) for the period from April 5, 2018 through [date of preliminary approval] (the **"Class Release Period"**). All PAGA Group Members will release the "Released PAGA Claims" (described below) for the period from March 29, 2021 through [date of preliminary approval] (the **"PAGA Release Period"**). In other words, **the Class Release Period and PAGA Release Period extend past the end dates of the Class Period and PAGA Period.**

4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

- 4.a. Cisco will pay \$1,925,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.
- 4.b. The "Net Settlement Amount" is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for payment to the California Labor and Workforce Development Agency (the "LWDA") for its share of the settlement of claims for civil penalties pursuant to the Labor Code Private Attorneys General Act ("PAGA"); the Class Representative Payment; the Class Counsel Fees and Expenses Payment; and the Settlement Administrator's reasonable fees and expenses.
- 4.c. The Class Member Payment portion of the Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Group Members will receive the PAGA Group Payment portion of their Settlement Share regardless of whether they opt out of the Settlement.
- 4.d. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement from April 5, 2018 through [date of preliminary approval] ("Covered Workweeks") and the number of pay periods the Class Member worked in a position covered by the Settlement from March 29, 2021 through [date of preliminary approval] (if any) ("Covered Pay Periods"), and the amounts awarded by the Court for the PAGA Penalties Payment and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.
- 4.e. "Settlement Share" means the portion of the Net Settlement Amount that will be allocated to each Class Member under the Settlement. The Settlement Administrator will calculate each Class Member's Settlement Share as follows:
 - 4.e.i. **Settlement Share Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount times the ratio of (i) the number of workweeks worked by the Class Member for Cisco in a position covered by the Settlement from April 5, 2018 through [date of preliminary approval] ("Covered Workweeks") to (ii) the total number of Covered Workweeks worked by all Class Members.
 - 4.e.ii. **PAGA Group Payments.** From the Total Settlement Amount, \$25,000 has been designated as the "PAGA Group Payment." Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment times the ratio of (i) the number of pay periods worked by the PAGA Group Member for Cisco in a position covered by the Settlement from March 29, 2021 through [date of preliminary approval] ("Covered Pay Periods") to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a pro rata share of the PAGA Group Payment.
- 4.f. An approximation of your Settlement Share appears on your Notice of Estimated Settlement Share accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts

awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You will be included in the Settlement and receive the Class Payment portion of your Settlement Share (if any) unless you opt out of the Settlement, by mailing to the Settlement Administrator a signed "Request for Exclusion" letter, **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[59 days after mailing of Class Notice]**). The Request for Exclusion must include your name, address, telephone number, and the last four digits of your Social Security number, and should state, in substance:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE ZHOU V. CISCO LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY SETTLEMENT SHARE."

In addition, the Request for Exclusion must include your signature. If you request to be excluded from the Settlement by the deadline, you will be excluded from the Settlement and will not receive the Class Member Payment portion of your Settlement Share, and you will retain the right you may have, if any, to pursue a claim against Cisco. However, all PAGA Group Members (defined above) will be bound by the release of PAGA claims, and will receive the PAGA Group Payment portion of their Settlement Share, regardless of whether they opt out of the Settlement.

6. WHAT IF THE INFORMATION ON THE ENCLOSED NOTICE OF ESTIMATED SETTLEMENT AWARD IS INACCURATE?

The Court has appointed [REDACTED] to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members' Settlement Shares and their entitlement to Settlement Shares.

If you dispute the accuracy of any of the information used to calculate your Covered Workweeks or Covered Pay Periods shown on your enclosed Notice of Estimated Settlement Share, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must return your Notice of Estimated Settlement Share to the Settlement Administrator with the information that you contend is correct **postmarked no later than [45 days after mailing of Class Notice]**. You should submit any documentary evidence that you have along with the form. After consulting with you, Class Counsel, and Cisco, the Settlement Administrator will make a determination of the number of your Covered Workweeks and Covered Pay Periods, and that determination will be final, binding on you and Cisco, and non-appealable.

7. WHAT CLAIMS ARE BEING RELEASED AS PART OF THE SETTLEMENT?

7.a. **Class Members' Release of Class Members' Released Claims.** In consideration for their awarded Settlement Share payments, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, all Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims against Cisco and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities ("Released Parties") that are asserted in Plaintiff's First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from April 5, 2018 through **[date of preliminary approval]** (the "Class Release Period"), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting employees. The released claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims (the "Class Members' Released Claims").

7.b. **PAGA Group Members' Release Released PAGA Claims.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final and is fully funded as set forth in the Settlement, the State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties against Cisco and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, from March 29, 2021 through **[date of preliminary approval]** (the "PAGA Release Period"), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse for necessary business expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting employees (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order.

Page 3 of 5

QUESTIONS? CALL THE SETTLEMENT ADMINISTRATOR AT **(XXX) XXX-XXXX**
THE RESPONSE DEADLINE IS **[RESPONSE DEADLINE DATE]**

All PAGA Group Members will release the Released PAGA Claims, and will receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.

- 7.c. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and **expenses** in the event Plaintiff was unsuccessful in the prosecution of the Action, and granting the release described in the Settlement. This payment, which will be paid in addition to Plaintiff's Settlement Share, will be made out of the Total Settlement Amount.
- 7.d. **Class Counsel Fees and Expenses Payment.** As part of the final approval hearing, Class Counsel will request **[\$641,666.67 or one-third of the Total Settlement Amount, whichever is greater]** (one-third of the Total Settlement Amount) for attorneys' fees and up to \$25,000 for their expenses incurred in connection with their work in this case. Cisco does not oppose these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys' fees and expenses payment is finally approved by the Court. Class Counsel's attorneys' fees and expenses as approved by the Court will be paid out of the Total Settlement Amount.
- 7.e. **Payment to the LWDA.** Because PAGA Group Members are also releasing their claims for civil penalties under PAGA, the parties have agreed the LWDA, which is entitled to share in any recovery of civil penalties under PAGA, will be paid \$75,000 out of the Total Settlement Amount as the LWDA's share of the settlement of civil penalties (the "LWDA Payment"). This amount is subject to the Court's approval.
- 7.f. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administration Costs, estimated to be no more than \$35,000, will be paid out of the Total Settlement Amount.
- 7.g. **Plaintiff and Class Counsel's Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe the Settlement is fair, reasonable, and adequate.

8. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

- 8.a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Cisco and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
- 8.b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information based on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of Class Notice]**. It is your obligation to keep the Settlement Administrator informed of any changes to your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.
- 8.c. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must mail a written "Request for Exclusion" letter (described above), **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[59th day after mailing of Class Notice]**). Any person, who timely and properly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be eligible to receive a Settlement Share, and will not be included in calculating the Class Member Payment portion of the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Cisco, except that all PAGA Group Members (defined above) will release the Released PAGA Claims described above, and will receive the PAGA Group Payment portion of their Settlement Share regardless of whether they request to be excluded from the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.

Consistent with Cisco policies, there will be no retaliation or adverse action taken against any Class Member who participates in the Settlement or requests to be excluded from the Settlement.

8.d. **Objecting to the Settlement.** If you do not submit a Request for Exclusion, you may object to the terms of the Settlement before final approval. Any written objection must state your full name, current address, and current telephone number; contact information for any attorney representing you for purposes of your objection; all of your objections and their factual and legal bases; and whether you intend to appear at the final approval hearing; and must include any and all papers, briefs, written evidence, declarations, and/or other evidence supporting your objection. Written objections to the Settlement must be mailed and postmarked by not later than **[45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked by **[59th day after mailing of Class Notice]**).

MAIL YOUR OBJECTION TO:
Zhou v. Cisco Settlement Administrator
c/o [REDACTED]
[Settlement Administrator address]

If you choose to object to the Settlement, you may also appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so. Any attorney, who intends to appear on behalf of an objecting Class Member must file a Notice of Appearance with the Court no later than **[45 days after mailing of Class Notice]**. If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Settlement Share.

9. THE LAWYERS FOR THE PARTIES

CLASS COUNSEL: Kane Moon and Roy K. Suh, MOON & YANG, APC, 1055 West Seventh Street, Suite 1880., Los Angeles, California 90017

CISCO'S COUNSEL: Zachary P. Hutton and Anna M. Skaggs PAUL HASTINGS LLP, 101 California Street, 48th Floor San Francisco, California 94111

DO NOT TELEPHONE THE COURT OR CISCO'S COUNSEL.

10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2023, at [REDACTED] a.m., in Department [REDACTED] of the Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing and be heard as described in Section 8 above.

11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.sceffiling.org (for other Court information, visit www.sccourt.org), or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures; or you may contact Class Counsel or the Settlement Administrator. Reference the Zhou v. Cisco Wage and Hour Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR CISCO'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL LISTED ABOVE OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].

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EXHIBIT B

(NOTICE OF ESTIMATED SETTLEMENT SHARE)

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
(SANTA CLARA SUPERIOR COURT CASE No. 22CV396821)

LEGAL_US_W # 116098653.7

NOTICE OF ESTIMATED SETTLEMENT SHARE***ANNA ZHOU V. CISCO SYSTEMS, INC.***
SANTA CLARA COUNTY SUPERIOR COURT CASE NO. 22CV396821

Please complete, sign, date and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Estimated Settlement Share:

According to Cisco's records:

- (a) you worked workweeks for Cisco in a non-exempt position in California at any time between April 5, 2018 and **<<[Preliminary Approval Date]>>**;
- (b) you worked pay periods for Cisco in a non-exempt position in California at any time between March 29, 2021 and **<<[Preliminary Approval Date]>>**.

Based on the above, your Class Member Payment is estimated at \$ and your PAGA Group Payment (your share of penalties under the Labor Code Private Attorneys General Act ("PAGA")) is estimated at \$.

(IV) If you disagree with items (a)-(b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Cisco's records, Cisco's records will control unless you are able to provide documentation that establishes otherwise and that Cisco's records are mistaken. If there is a dispute about whether Cisco's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator.

Date: _____

Signature: _____

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN **<<45 DAYS AFTER MAILING OF CLASS NOTICE>>**

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EXHIBIT C

**(PROPOSED ORDER
GRANTING PRELIMINARY
APPROVAL OF
SETTLEMENT)**

Kane Moon (Cal. SBN 249834)
 Roy K. Suh (Cal. SBN 283988)
MOON & YANG, APC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff ANNA ZHOU

Zachary P. Hutton (Cal. SBN 234737)
 Anna Marie Skaggs (Cal. SBN 319179)
PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, California 94111
 Telephone: (415) 856-7000
 Facsimile: (415) 856-7100

Attorneys for Defendant CISCO SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA - DOWNTOWN SUPERIOR COURT

ANNA ZHOU, individually, and on behalf of all
 others similarly situated,

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation;
 and DOES 1 through 10, inclusive,

Defendant.

Case No. 22CV396821

*Assigned for all purposes to the Honorable Sunil R.
 Kulkarni, Department 1*

**[PROPOSED] ORDER GRANTING
 PRELIMINARY APPROVAL OF
 STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT;
 PROVISIONALLY CERTIFYING
 SETTLEMENT CLASS; APPOINTING CLASS
 REPRESENTATIVE, CLASS COUNSEL, AND
 SETTLEMENT ADMINISTRATOR;
 APPROVING CLASS NOTICE AND
 RELATED MATERIALS; AND SETTING
 HEARING FOR FINAL APPROVAL OF
 SETTLEMENT**

Filed concurrently: (1) Joint Notice and Motion;
 (2) Anna Zhou Declaration; (3) Roy K. Suh
 Declaration; and (4) [REDACTED] Declaration on
 behalf of [Settlement Administrator – TBD]

Prelim' Approval Hear'g Date: [TBD]

Time: [TBD]

Department: 1

PAGA Case No.

LWDA-CM-876122-22: March 29, 2022

Action Filed: April 5, 2022

FAC Filed: June 6, 2022

Trial Date: None Set

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT (SANTA CLARA SUPERIOR COURT CASE No. 22CV396821)**

LEGAL_US_W # 116098653.7

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

The joint motion of plaintiff Anna Zhou (“Plaintiff”) and defendant Cisco Systems, Inc. (“Defendant” or “Cisco”) (together, the “Parties”) Joint Motion for Preliminary Approval of Class Action Settlement (the “Motion”) came for hearing at X:XX a.m./p.m. [REDACTED], 2023 in *Zhou v. Cisco Systems, Inc.*, Santa Clara County Superior Court, Case No. 22CV396821 (the “Action”). The Court, having reviewed the Motion and declarations filed in support thereof, including the Stipulation of Class and Representative Action Settlement (“Settlement” or “Settlement Agreement”), attached as **Exhibit A** to the Declaration of Roy K. Suh, the Notice of Proposed Class Action Settlement and Final Approval Hearing (“Class Notice”), attached as **Exhibit 1** to the Settlement Agreement, and for GOOD CAUSE appearing, the Court hereby ORDERS the following:

1. The Court GRANTS preliminary approval of the settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at the Final Approval Hearing. The Court finds the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Class and Class Members:

All current and former employees who worked for Cisco in a non-exempt position in California at any time from April 5, 2018 through February 15, 2023.¹

The Settlement’s Labor Code Private Attorneys’ General Act (“PAGA”) release component shall bind the State of California and the following PAGA Group and PAGA Group Members:

All Class Members who worked for Cisco in a non-exempt position in

¹ The Settlement Agreement provides: “In consideration for their awarded Settlement Share payments, as of the date the Settlement becomes Final . . . all Participating Class Members (i.e., those Class Members who do not timely and validly submit a Request for Exclusion from the Settlement), shall release any and all known and unknown claims against Cisco and the Released Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the Settlement (the “Class Release Period”), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting employees. The released claims include, but are not limited to, claims brought under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys’ fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims (the “Class Members’ Released Claims”).” (**Settlement Agreement ¶ 26.**)

California at any time from March 29, 2021 through February 15, 2023.²

2. The Court designates Plaintiff Anna Zhou as Class Representative for settlement purposes.

3. The Court appoints Kane Moon and Roy K. Suh of Moon & Yang, APC, as Class Counsel for settlement purposes.

4. The Court appoints [Settlement Administrator – TBD] as the Settlement Administrator.

5. The Court approves, as to form and content, the Notice of Proposed Class Action Settlement and Final Approval Hearing (“Class Notice”), and the Notice of Estimated Settlement Share, attached as Exhibit A and Exhibit B, respectively, to the Settlement (collectively, the “Class Notice Packet”). The Court finds that the form of notice to the Class regarding the pendency of the Action and of the proposed Settlement and the methods of giving notice to members of the Class constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all members of the Class. The class notice administration process complies with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, and the California and United States Constitutions.

6. The Court further approves the procedures for Class Members to opt out of or object to the proposed Settlement, or submit disputes regarding the information shown on their Notices of Estimated Settlement Share as set forth in the Settlement Agreement and the Class Notice.

7. The Court orders the Settlement Administrator to mail the Class Notice Packet to the Class Members, which shall provide at least 45 calendar days’ notice from the date of initial mailing for Class Members to respond.

8. The Court orders the Parties to carry out the class notice administration process according to the terms of the Settlement Agreement and authorizes the Parties to utilize all reasonable procedures

² The Settlement Agreement provides: “In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final . . . the State of California and all PAGA Group Members shall release any and all claims under PAGA for civil penalties against Cisco and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, from March 29, 2021 through the date on which the Superior Court grants preliminary approval of the Settlement (the “PAGA Release Period”), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse for necessary business expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting employees (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., and 2802, and the Industrial Welfare Commission Wage Order. All PAGA Group Members shall release the Released PAGA Claims, and shall receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.” (Settlement Agreement ¶ 27.)

1 to effectuate those ends, which are materially consistent with this Order and the Settlement Agreement.

2 9. A Final Approval Hearing on the question of whether the proposed Settlement should be
3 finally approved is scheduled in Department 1 of this Court, located at 191 North First Street, San Jose,
4 California 95113 at _____ a.m./p.m. _____, 2023.

5 10. At the Final Approval Hearing, the Court will consider among other things: (a) whether
6 the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a
7 judgment finally adjudging the Action in accordance with the Settlement should be entered; and (c)
8 whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses,
9 representative payment to Plaintiff, and Settlement Administration Costs Payment should be granted.

10 11. Counsel for the Parties shall file memoranda, declarations, or other materials in support
11 of their motion for final approval of the Settlement including for the awards of a Class Representative
12 Payment to Plaintiff, the Class Counsel Fees and Expenses Payment to Class Counsel; and the Settlement
13 Administration Costs Payment to the Settlement Administrator prior to the Final Approval Hearing
14 according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

15 12. Pending the Final Approval Hearing, all proceedings in the Action, other than those
16 necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order,
17 are stayed. To facilitate class notice administration pending the Final Approval Hearing, the Court hereby
18 enjoins all Class Members from filing or prosecuting any claims, suits, or proceedings regarding claims
19 released under the proposed Settlement pending in this Department until such Class Members have
20 submitted valid Requests for Exclusion with the Settlement Administrator.

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13. The Court orders the following implementation schedule for further proceedings:

<u>Event</u>	<u>Timing</u>
Cisco to provide Class List to Settlement Administrator no later than [30 days after preliminary approval]:	_____, 2023
Settlement Administrator to mail Class Notice Packets to Class Members no later than [15 days after receiving Class List]:	_____, 2023
Deadline for Class Members to object to the Settlement, opt out of the Settlement, or submit disputes to the Settlement Administrator regarding information shown on Notices of Estimated Settlement Share [45 days after mailing of Class Notice Packets]:	_____, 2023
Deadline for Class Members whose Class Notice Packets were returned as undelivered and re-mailed or reissued by Settlement Administrator to object to the Settlement, opt out of the Settlement, or submit disputes to the Settlement Administrator regarding information shown on Notices of Estimated Settlement Share [14 days after original 45-day deadline]:	_____, 2023
Deadline for Parties to jointly file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	_____, 2023
Final Approval Hearing:	_____, 2023 _____ a.m./p.m.

14. The Final Approval Hearing and related deadlines set forth above may, from time to time and without further notice to the Class (except those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE SUNIL R. KULKARNI
Judge of the Superior Court

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EXHIBIT D-1

(PROPOSED ORDER

GRANTING FINAL

APPROVAL OF

SETTLEMENT)

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
(SANTA CLARA SUPERIOR COURT CASE No. 22CV396821)

LEGAL_US_W # 116098653.7

Kane Moon (Cal. SBN 249834)
kane.moon@moonyanglaw.com
 Roy K. Suh (Cal. SBN 283988)
roy.suh@moonyanglaw.com
MOON & YANG, APC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff ANNA ZHOU

Zachary P. Hutton (Cal. SBN 234737)
zachhutton@paulhastings.com
 Anna Marie Skaggs (Cal. SBN 319179)
annaskaggs@paulhastings.com
PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, California 94111
 Telephone: (415) 856-7000
 Facsimile: (415) 856-7100

Attorneys for Defendant CISCO SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA - DOWNTOWN SUPERIOR COURT

ANNA ZHOU, individually, and on behalf of all
 others similarly situated,

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation;
 and DOES 1 through 10, inclusive,

Defendant.

Case No. 22CV396821

*Assigned for all purposes to the Honorable Sunil R.
 Kulkarni, Department 1*

**[PROPOSED] ORDER GRANTING FINAL
 APPROVAL OF STIPULATION OF CLASS
 AND REPRESENTATIVE ACTION
 SETTLEMENT**

Filed concurrently: (1) Joint Notice and Motion;
 (2) Anna Zhou Declaration; (3) Roy K. Suh
 Declaration; (4) [REDACTED] Declaration on behalf
 of [Settlement Administrator – TBD]; and (5)
 [Proposed] Final Judgment

Final Approval Hearing Date: [TBD]

Time: [TBD]

Department: 1

PAGA Case No.

LWDA-CM-876122-22: March 29, 2022

Action Filed: April 5, 2022

FAC Filed: June 6, 2022

Trial Date: None Set

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF STIPULATION OF CLASS AND REPRESENTATIVE
 ACTION SETTLEMENT (SANTA CLARA SUPERIOR COURT CASE NO. 22CV396821)**

LEGAL_US_W # 116098653.7

[PROPOSED] ORDER GRANTING FINAL APPROVAL

Plaintiff Anna Zhou (“Plaintiff”) and defendant Cisco Systems, Inc.’s (“Defendant” or “Cisco”) (together, the “Parties”) Joint Motion for Final Approval of Class Action Settlement (the “Motion”) came for hearing at X:XX a.m./p.m. [REDACTED], 2023 in *Zhou v. Cisco Systems, Inc.*, Santa Clara County Superior Court, Case No. 22CV396821 (the “Action”). The Court, having reviewed the Motion and declarations filed in support thereof, including the Stipulation of Class and Representative Action Settlement (“Settlement Agreement”), attached as **Exhibit A** to the Declaration of Roy K. Suh, the Notice of Proposed Class Action Settlement and Final Approval Hearing (“Class Notice”), attached as **Exhibit A** to the Declaration of [REDACTED] on behalf the Settlement Administrator, [Settlement Administrator – TBD], and for GOOD CAUSE appearing, the Court hereby finds and ORDERS the following:

1. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, Class Members, and Defendant and finally certifies and binds the following Class and Class Members:

All current and former employees who worked for Cisco in a non-exempt position in California at any time from April 5, 2018 through February 15, 2023.¹

The Court further finds the Settlement’s Labor Code Private Attorneys’ General Act (“PAGA”) release component binds the State of California and the following PAGA Group and PAGA Group Members:

All Class Members who worked for Cisco in a non-exempt position in California at any time from March 29, 2021 through February 15, 2023.²

¹ The Settlement Agreement provides: “In consideration for their awarded Settlement Share payments, as of the date the Settlement becomes Final . . . all Participating Class Members (i.e., those Class Members who do not timely and validly submit a Request for Exclusion from the Settlement), shall release any and all known and unknown claims against Cisco and the Released Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the Settlement (the “Class Release Period”), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting employees. The released claims include, but are not limited to, claims brought under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 et seq.; attorneys’ fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims (the “Class Members’ Released Claims”).” (**Settlement Agreement ¶ 26.**)

² The Settlement Agreement provides: “In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final . . . the State of California and all PAGA Group Members shall release any and all claims under PAGA for civil penalties against Cisco and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, from March 29, 2021 through the date on which the Superior Court grants preliminary approval of the Settlement (the “PAGA Release Period”), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse for necessary business expenses;

2. Pursuant to Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court, and Labor Code §§ 2698, *et seq.* (“PAGA”) the Court grants final approval of the Settlement as set forth in the Settlement Agreement for settlement purposes only.

3. The Court finds Plaintiff Anna Zhou has adequately represented the Class and finally appoints Plaintiff as Class Representative.

4. The Court finds that Kane Moon and Roy K. Suh of Moon & Yang, APC, have adequately represented the Class and finally appoints them as Class Counsel.

5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class when balanced against the probable outcome of extensive and costly litigation. Substantial investigation and research have been conducted such that counsel for the Parties are reasonably able to evaluate their respective positions. It appears to the Court that Settlement will avoid the incurrence of substantial additional costs by all parties, as well as the delay and risk that would be presented by further prosecution of the Action. The Court finds that the Settlement that has been reached is the result of intensive, non-collusive, arm’s-length negotiations.

6. The Court determines that the Parties complied with the distribution of the Class Notice to the Class in the manner and form set forth in the Preliminary Approval Order and that, as a result, the Class Notice provided to the Class was the best notice practicable under the circumstances, constituted due and sufficient notice to all persons entitled to such notice and that all absent Class Members have been given the opportunity to participate fully in the claims exclusion and the approval process.

7. [Settlement Administrator – TBD], the Court-appointed Settlement Administrator has received [redacted] Workweek/PAGA Pay Period Disputes regarding the calculations of Class Members’ credited Workweeks or PAGA Pay Periods. The Settlement Administrator has received [redacted] Objections, and [redacted] Requests for Exclusion from the Settlement (i.e., “Opt Outs”) in response to the Class Notice. Accordingly, all Class Members shall be bound by the terms of the Settlement.

8. Plaintiff and all Class Members (“Participating Class Members”), shall have, by operation of law, the right to timely pay all wages due during employment; or pay all wages due to discharged and quitting employees (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All PAGA Group Members shall release the Released PAGA Claims, and shall receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement.” (Settlement Agreement ¶ 27.)

1 of this Order and the accompanying Judgment, fully, finally, and forever released, relinquished, and
2 discharged Released Parties from all Released Claims as set forth in the Settlement Agreement.
3 Participating Class Members shall be forever barred and enjoined from prosecuting any of the Released
4 Claims against the Released Parties as set forth in the Settlement Agreement, whether or not they actually
5 receive or cash Settlement Share checks and shall not be entitled to any further payment or any personal
6 relief of any kind from any Released Parties including any payment for damages, wages, compensation,
7 commissions, fees, costs, reimbursements, penalties, or interest on account of the Released Claims. If a
8 Participating Class Member fails to receive or cash his or her Settlement Share check, then the affected
9 Participating Class Member shall be deemed bound nonetheless.

10 9. The State of California, by and through Plaintiff and PAGA Representative Anna Zhou,
11 shall, by operation of this Order and the accompanying Judgment, fully, finally, and forever release,
12 relinquish, and discharge Released Parties from all Released PAGA Claims set forth in the Settlement
13 Agreement as they relate to the PAGA Group and PAGA Members.

14 10. The Settlement is not an admission by Defendant of the merits of any claim in the Action
15 or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any
16 action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of
17 liability or an admission that any of Defendant's defenses in the Action are with or without merit, or (b)
18 disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for
19 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and
20 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by
21 the Settlement.

22 11. The Court approves the Total Settlement Amount, as set forth in the Settlement Agreement,
23 of one million, nine hundred twenty-five thousand dollars, and zero cents (\$1,925,000.00), which shall be
24 non-reversionary and shall include (a) all Settlement Shares paid to Participating Class Members and
25 PAGA Group Members; (b) the LWDA Payment to the LWDA; (c) the Class Representative Payment to
26 Plaintiff; (d) the Class Counsel Fees and Expenses Payment to Class Counsel; and (e) the Settlement
27 Administration Costs Payment to the Settlement Administrator, payable under the Settlement and in
28 keeping with the subparagraphs below:

1 11.a. Settlement Shares to Participating Class Members and PAGA Group Members. The
2 Court approves the methodology used to calculate each Participating Class Member's Settlement Share
3 amounts as detailed in the Settlement Agreement for their releases of the Class Members' Released
4 Claims, and Orders the Settlement Administrator to calculate and distribute those amounts to Participating
5 Class Members as individual Settlement Shares. The Court further approves the payment of twenty-five
6 thousand dollars and zero cents (\$25,000.00) as the aggregate PAGA Group Payment to PAGA Members,
7 the methodology used to calculate each PAGA Member's individual PAGA Group Payment amount as
8 detailed in the Settlement Agreement, and Orders the Settlement Administrator to calculate and distribute
9 those amounts to PAGA Members as individual Settlement Shares.

10 11.b. LWDA Payment to the LWDA. The Court approves the payment of seventy-five
11 thousand dollars and zero cents (\$75,000.00) to the California Labor Workforce Development Agency for
12 its release of Released PAGA Claims, and Orders the Settlement Administrator to distribute that amount
13 to the LWDA as the LWDA Payment.

14 11.c. Class Representative Payment to Plaintiff. The Court approves the payment of ten
15 thousand dollars and zero cents (\$10,000.00) to Plaintiff, separate and apart from any amounts due to
16 Plaintiff as an individual Settlement Share, including to compensate Plaintiff in her capacity as Class
17 Representative, and Orders the Settlement Administrator to distribute that amounts to Plaintiff as a Class
18 Representative Payment.

19 11.d. Class Counsel Fees and Expenses Payment to Class Counsel. The Court approves
20 the payment of six hundred forty-one thousand, six hundred sixty-six dollars, and sixty-seven cents
21 (\$641,666.67) or one-third (1/3) of the Total Settlement Amount, whichever is greater, payable to Class
22 Counsel as reasonable attorneys' fees, and the payment of twenty-five thousand dollars and zero cents
23 (\$25,000.00), payable to Class Counsel for the recovery of expenses directly incurred in connection with
24 the Action, in recognition of Class Counsel's diligent representation of Plaintiff and Class Members and
25 the contingent risks Class Counsel undertook in litigating the Action because the Court determines that
26 the award of such fees and expenses is fair and reasonable. The Court finds that Class Counsel's request
27 for attorneys' fees is reasonable under the common fund method. The Court finds that Class Counsel's
28 request for attorneys' fees is also reasonable under the lodestar method with application of a multiplier.

1 The Court finds that the number of hours Class Counsel spent prosecuting the Action is reasonable and
2 Class Counsel's hourly rates are reasonable and in line with rates prevailing in the community. Application
3 of a multiplier is appropriate given the contingent risk incurred by Class Counsel, the difficulty of the
4 questions involved, the substantial benefit conferred on the Class as a result of the Settlement, and the
5 skill displayed by Class Counsel. Accordingly, the Court Orders the Settlement Administrator to distribute
6 those amounts to Class Counsel as as a Class Counsel Fees and Expenses Payment.

7 11.e. Settlement Administration Costs Payment to the Settlement Administrator. The
8 Court approves the payment of **thirty-five thousand dollars and zero cents (\$35,000.00)** to the Settlement
9 Administrator for administration of the notice and distribution process pursuant to this Settlement
10 Agreement, and Orders the Settlement Administrator to distribute that amount to itself as a Settlement
11 Administration Costs Payment.

12 12. The Court hereby approves the plan for transferring uncashed Settlement Share check
13 funds to California State Controller's Unclaimed Property Fund.

14 13. The Court orders the Parties to carry out the settlement fund distribution process for the
15 Settlement according to the terms of the Settlement Agreement and authorizes the Parties to utilize all
16 reasonable procedures to effectuate those ends, which are materially consistent with this Order and the
17 Settlement Agreement.

18 14. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
19 provided for in this Order or in the Settlement Agreement and as later approved by the Court.

20 15. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over
21 all matters related to the administration and consummation of the Settlement and any claims, asserted in,
22 arising out of, or related to the subject matter of the Action including, but not limited to, all matters related
23 to the final distribution of Settlement funds and the determination of all controversies relating thereto.

24 16. A hearing regarding the distribution of Settlement funds of Settlement Funds is set for
25 _____ (240 days from this Order) at _____. The Court orders
26 Class Counsel to file a report five (5) court days in advance of the hearing.

27 17. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
28 California Rules of Court, this Court GRANTS the Parties' Joint Motion for Final Approval of Class

1 Action Settlement and further directs that a separate Final Judgment shall be entered in accordance with
2 the terms of this Order.

3 **IT IS SO ORDERED.**

4 DATED: _____

5 THE HONORABLE SUNIL R. KULKARNI
6 Judge of the Superior Court
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EXHIBIT D-2

(PROPOSED FINAL JUDGMENT)

STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
(SANTA CLARA SUPERIOR COURT CASE No. 22CV396821)

LEGAL_US_W # 116098653.7

Kane Moon (Cal. SBN 249834)
kane.moon@moonyanglaw.com
 Roy K. Suh (Cal. SBN 283988)
roy.suh@moonyanglaw.com
MOON & YANG, APC
 1055 West Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff ANNA ZHOU

Zachary P. Hutton (Cal. SBN 234737)
zachhutton@paulhastings.com
 Anna Marie Skaggs (Cal. SBN 319179)
annaskaggs@paulhastings.com
PAUL HASTINGS LLP
 101 California Street, 48th Floor
 San Francisco, California 94111
 Telephone: (415) 856-7000
 Facsimile: (415) 856-7100

Attorneys for Defendant CISCO SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA - DOWNTOWN SUPERIOR COURT

ANNA ZHOU, individually, and on behalf of all
 others similarly situated,

Plaintiff,

v.

CISCO SYSTEMS, INC., a California corporation;
 and DOES 1 through 10, inclusive,

Defendant.

Case No. 22CV396821

*Assigned for all purposes to the Honorable Sunil R.
 Kulkarni, Department 1*

[PROPOSED] FINAL JUDGMENT

Filed concurrently: (1) Joint Notice and Motion;
 (2) Anna Zhou Declaration; (3) Roy K. Suh
 Declaration; (4) [REDACTED] Declaration on behalf
 of [Settlement Administrator – TBD]; and (5)
 [Proposed] Final Approval Order

Final Approval Hearing Date: [TBD]
 Time: [TBD]
 Department: 1

PAGA Case No.
 LWDA-CM-876122-22: September 29, 2022
 Action Filed: April 5, 2022
 FAC Filed: June 6, 2022
 Trial Date: None Set

[PROPOSED] FINAL JUDGMENT

(SANTA CLARA SUPERIOR COURT CASE NO. 22CV396821)

[PROPOSED] FINAL JUDGMENT

In keeping with this Court's [FINAL APPROVAL HEARING DATE] Order Granting Final Approval of Stipulation of Class and Representative Action Settlement ("Final Approval Order") in *Zhou v. Cisco Systems, Inc.*, Santa Clara County Superior Court, Case No. 22CV396821 (the "Action"), involving Plaintiff Anna Zhou ("Plaintiff") and defendant Cisco Systems, Inc. ("Defendant") (together, the "Parties"), this Court hereby **ADJUDGES** and **DECREES** as follows:

1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now makes and enters this Final Judgment under which Plaintiff, Participating Class Members, and the State of California, California Labor and Workforce Development Agency ("LWDA") shall take nothing from Defendant, except as expressly set forth in the Final Approval Order.

2. Pursuant to the Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds the following Class and Class Members:

All current and former employees who worked for Cisco in a non-exempt position in California at any time from April 5, 2018 through February 15, 2023.¹

It further and finally binds the State of California as to the following PAGA Group and PAGA Group Members:

All Class Members who worked for Cisco in a non-exempt position in California at any time from March 29, 2021 through February 15, 2023.²

¹ The Settlement Agreement provides: "In consideration for their awarded Settlement Share payments, as of the date the Settlement becomes Final . . . all Participating Class Members (i.e., those Class Members who do not timely and validly submit a Request for Exclusion from the Settlement), shall release any and all known and unknown claims against Cisco and the Released Parties that are asserted in the First Amended Complaint or arise out of or reasonably relate to the facts alleged in the First Amended Complaint that, from April 5, 2018 through the date on which the Superior Court grants preliminary approval of the Settlement (the "Class Release Period"), Cisco failed to pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse necessary business expenses; timely pay all wages due during employment; or pay all wages due to discharged and quitting employees. The released claims include, but are not limited to, claims brought under California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest, and waives the protection of California Civil Code section 1542 with respect to such claims (the "Class Members' Released Claims")." (Settlement Agreement ¶ 26.)

² The Settlement Agreement provides: "In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final . . . the State of California and all PAGA Group Members shall release any and all claims under PAGA for civil penalties against Cisco and the other Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, from March 29, 2021 through the date on which the Superior Court grants preliminary approval of the Settlement (the "PAGA Release Period"), Cisco failed to pay all wages due,

1 3. Pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h), this
2 Court shall retain jurisdiction over the Parties, Participating Class Members and the LWDA with respect
3 to enforcement of this Final Judgment including, but not limited to, all matters related to the interpretation,
4 administration, and consummation of the Settlement. Pursuant to the Rules of Court, Rule 3.771(b), the
5 Settlement Administrator's posting of an electronic copy of this Final Judgment on the Settlement
6 Administrator's website shall be deemed due and sufficient notice of entry of this Final Judgment.

7 **IT IS SO ADJUDGED.**

8 DATED: _____

9 THE HONORABLE SUNIL R. KULKARNI
10 Judge of the Superior Court

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26 including minimum wages and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular rate
27 of pay; maintain accurate records; furnish accurate itemized wage statements; reimburse for necessary business expenses;
28 timely pay all wages due during employment; or pay all wages due to discharged and quitting employees (the "Released PAGA
Claims"). The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-
204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698 et seq., and 2802, and the
Industrial Welfare Commission Wage Order. All PAGA Group Members shall release the Released PAGA Claims, and shall
receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement." (Settlement Agreement
¶ 27.)