

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiff Earl Gandionco (“**Plaintiff**”), on behalf of himself, the Class (as defined below), the Eligible Aggrieved Employees (as defined below), and the State of California, on the one hand, and Defendants Allergan, Inc., Allergan USA, Inc., Allergan Sales, LLC, Zeltiq Aesthetics, Inc., and LanceSoft, Inc. (“**Defendants**”), on the other hand. Plaintiff and Defendants collectively are referred to in this Agreement as the “**Parties**.”

I. **DEFINITIONS**

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

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which is currently estimated at \$5,500, shall not exceed \$10,000 and shall be paid from the Gross Settlement Amount in the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement,” including its exhibits.
- C. **Attorney Fee Award**: The amount, not to exceed thirty-five percent (35%) of the Gross Settlement Amount, or \$113,750, finally approved by the Court in the Final Approval and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount in the Qualified Settlement Fund and will not be opposed by Defendants.
- D. **Class**: All non-exempt or hourly employees of LanceSoft, Inc. assigned by LanceSoft to perform work, and who did perform work, for Allergan, Inc.; Allergan USA, Inc.; Allergan Sales, LLC; or Zeltiq Aesthetics, Inc. (together, “**Allergan Entities**”) at any of the Allergan Entities’ facilities or work locations in California at any time from December 17, 2016 to July 1, 2022 (“**Class Period**”).
- E. **Class Action**: The putative class action lawsuit filed by Plaintiff Earl Gandionco on April 27, 2022, entitled *Earl Gandionco v. Allergan, Inc., et al.*, Case No. STK-CV-UOE-2022-0003077 in the State of California, San Joaquin County Superior Court.
- F. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Lizette Rodriguez of Justice Law Corporation.
- G. **Class Data**: The Class Data means information regarding Class Members that Defendant LanceSoft, Inc. will compile from its available, existing, electronic

records and provide to the Settlement Administrator on a confidential basis. The confidentiality of the Class Data shall be maintained by the Settlement Administrator in a manner reasonably calculated to protect the privacy interest of each Class Member and shall not be provided to Class Counsel. The Class Data shall be formatted as a Microsoft Excel spreadsheet and shall include each Class Member's:

- i. full name;
- ii. last-known address;
- iii. Social Security number;
- iv. Employee ID number; and
- v. relevant dates of employment. during the Class Period during which dates the Class Member meets the definition of the Class.

- H. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- I. **Class Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- J. **Class Period:** The time period from December 17, 2016, to July 1, 2022.
- K. **Class Representative or Plaintiff:** Earl Gandionco.
- L. **Class Representative Enhancement Payment:** The amount the Court awards to Plaintiff Earl Gandionco for his services as a Class Representative, which will not exceed \$10,000. This payment shall be paid from the Gross Settlement Amount in the Qualified Settlement Fund and will not be opposed by Defendants. This Class Representative Enhancement Payment is subject to approval of the Court.
- M. **Complaint:** The operative complaint filed in Plaintiff's Class Action.
- N. **Cost Award:** The amount that the Court awards Class Counsel for payment of actual litigation costs subject to proof, which shall not exceed \$20,000. The Cost Award will be paid from the Gross Settlement Amount in the Qualified Settlement Fund and will not be opposed by Defendants.
- O. **Defendants' Counsel:** "Allergan Counsel" means attorneys Rick Bergstrom and Allison Crow of Jones Day, representing the four Allergan Entities. "LanceSoft Counsel" means attorney Shannon B. Nakabayashi of Jackson Lewis, representing LanceSoft, Inc. Together, Allergan Counsel and LanceSoft Counsel are referred to as "**Defendants' Counsel.**"
- P. **Court:** The State of California, San Joaquin County Superior Court.

- Q. Effective Final Settlement Date:** The effective date of this Settlement will be the latest of the following dates, as applicable: (i) If no objection to the Settlement is made, and judgment is entered, the expiration of the time for any appeal of the judgment; (ii) if an objection to the Settlement is made and judgment is entered, but no appeal is filed, the expiration of the time for any appeal of the judgment; (iii) if judgment is entered and an appeal from the judgment is filed, the date the judgment is affirmed, the appeal is dismissed, and the judgment is no longer subject to appeal.
- R. Eligible Aggrieved Employees:** The aggrieved employees eligible to recover the PAGA Payment shall consist of all non-exempt or hourly employees of LanceSoft assigned by LanceSoft to perform work, and who did perform work, for Allergan, Inc.; Allergan USA, Inc.; Allergan Sales, LLC; or Zeltiq Aesthetics, Inc. at any of the Allergan Entities' facilities or work locations in California at any time during the PAGA Period.
- S. Exclusion Form:** The Election Not To Participate form, substantially similar to the form attached hereto as **Exhibit B**, subject to Court approval.
- T. Final Approval:** The final order entered by the Court after the Final Approval hearing, certifying the Class, approving the terms and conditions of this Agreement, authorizing distribution of the Settlement Checks, Class Representative Enhancement Payment, Cost Award, Attorney Fee Award, Administration Costs, Individual Settlement Shares, and PAGA Payment, consistent with this Agreement.
- U. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Three Hundred Twenty-Five Thousand Dollars (\$325,000). No portion of the Gross Settlement Amount will revert to Defendants for any reason. This is the total gross amount Defendants can be required to pay under this Agreement, other than the employer's share of payroll taxes due on any wage portion of an Individual Settlement Share. The GSA includes:
- (1) the Net Settlement Amount to be paid to Participating Class Members;
 - (2) the Attorney Fee Award to Class Counsel for attorneys' fees, as approved by the Court;
 - (3) the Cost Award to Class Counsel for costs, as approved by the Court;
 - (4) the Class Representative Enhancement Payment paid to Plaintiff, as approved by the Court;
 - (5) Administration Costs, as approved by the Court;
 - (6) the PAGA Payment to the LWDA and to Eligible Aggrieved Employees (which amount includes all Individual PAGA Payments), and
 - (7) any and all employee-side taxes, as approved by the Court.
- V. Individual PAGA Payment(s):** The amount payable to each Eligible Aggrieved Employee from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employee under the terms of this Agreement. Eligible

Aggrieved Employees are not required to submit a claim form to receive their Individual PAGA Payment.

- W. **Individual Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Agreement shall come from the Net Settlement Amount only and shall include employee-side taxes withheld by the Settlement Administrator as required by law. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement.
- X. **LWDA**: California Labor and Workforce Development Agency.
- Y. **Net Settlement Amount or NSA**: The total amount of money available from the GSA for distribution of Individual Settlement Shares to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs.
- Z. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- AA. **PAGA Action**: The PAGA Action refers to the claims and penalties pursued by Plaintiff in the Complaint through his cause of action pursuant to the PAGA and as alleged in his pre-filing notice of Labor Code violations served by Plaintiff on the LWDA and Defendants on April 22, 2022 (the “**PAGA Notice**”).
- BB. **PAGA Payment**: \$20,000 of the Gross Settlement Amount will be allocated to satisfy the PAGA penalties claim as alleged in the PAGA Action. Seventy-five percent (75%) of the PAGA Payment (\$15,000) shall be paid to the LWDA, and twenty-five percent (25%) (\$5,000) of the PAGA Payment shall be distributed to Eligible Aggrieved Employees, on a pro-rata basis, as set forth below.
- CC. **PAGA Period**: The period between April 22, 2021 through July 1, 2022.
- DD. **Participating Class Members**: All Class Members who do not submit a valid and timely Exclusion Form to request to exclude themselves from the Class Action Settlement.
- EE. **Parties**: Plaintiff Earl Gandionco on behalf of himself, the Class Members, the State of California, on the one hand, and Defendants Allergan, Inc., Allergan USA, Inc., Allergan Sales, LLC, Zeltiq Aesthetics, Inc., and LanceSoft, Inc., on the other hand.
- FF. **Preliminary Approval or Preliminary Approval Order**: The Court’s order (1) preliminarily certifying the Class solely for the purpose of effectuating the

Agreement; (2) preliminarily approving the terms and conditions of this Agreement; (3) appointing Class Counsel as defined above; (4) directing the manner and timing of providing Class Notice to the Class Members; and (5) setting dates to effectuate the terms of this Agreement, including the date of the Final Approval hearing.

GG. Qualified Settlement Fund or QSF: A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 et seq., that is established by the Settlement Administrator, pursuant to the terms and conditions of this Agreement, for maintenance and distribution of the Gross Settlement Amount for the benefit of Participating Class Members, LWDA, Eligible Aggrieved Employees, Plaintiff and Class Counsel.

HH. Released Claims: All applicable California wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising from the claims alleged in the Complaint or that could have been asserted based on the facts alleged in the Complaint against Defendants, including claims for unpaid wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; inaccurate wage statements; failure to timely pay wages during employment and/or at the time of termination; failure to reimburse employee expenses; violations of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802 and the IWC California Wage Orders; and violation of California Business and Professions Code sections 17200, *et seq* which arose during the Class Period.

II. Released Parties: Released Parties includes each of the Defendants, AbbVie Inc., and each of their respective former, present, and future parents, subsidiaries, affiliated corporations and entities, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, and third-party agents, and any successors, assigns, or legal representatives.

JJ. Response Deadline: Forty-five (45) calendar days from the initial mailing of the Class Notice; provided, however, that if a Class Notice is remailed to a Class Member, such Class Member will have an additional fifteen (15) days—for a total of sixty (60) calendar days from the initial mailing of the initial Class Notice—opt-out of this Agreement or file and serve an objection to the Settlement.

KK. Settlement Administrator: The third-party administrator agreed upon by Parties to administer this Settlement is Phoenix Class Action Administration Solutions.

II. RECITALS

A. The Parties conducted significant investigation and discovery of the facts and law both before and after the Class Action was filed. Prior to mediation,

Defendants confidentially produced hundreds of documents relating to its policies, practices, and procedures regarding payments to non-exempt LanceSoft employees for all hours worked, meal and rest periods, and documents comprising time and pay records of Class Members. As part of Defendants' production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class, the size and scope of the group of Eligible Aggrieved Employees, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period and PAGA Period. Class Counsel also interviewed Class Members and Eligible Aggrieved Employees who worked for Defendants throughout the Class Period and PAGA Period, respectively. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

- B. Benefits of Settlement to Class Members, the LWDA, and the Eligible Aggrieved Employees.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including a formal, full-day private mediation on March 31, 2022. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement and is in the best interests of the Class Members, the LWDA, and the Eligible Aggrieved Employees.
- C. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants, therefore, have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest, the Released Claims and the PAGA Released Claims.
- D. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Class Action and PAGA Action are not appropriate for class or representative treatment. Defendants assert a number of defenses to the claims and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Class Action and PAGA Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication

by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as an adequate Class Representative. There has been no determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only. This Agreement is a compromise of claims disputed in good faith. The monies being paid as part of the Settlement are genuinely disputed, and the Parties agree that the provisions of California Labor Code § 206.5 are not applicable to this Settlement.

- E. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement may be construed as or may be used as an admission, concession, or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Class Action. This Agreement is a compromise of disputed claims. The monies being paid as part of the Settlement are genuinely disputed, and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this Settlement. However, in the event that this Settlement is finally approved by the Court, none of Plaintiff, the LWDA, Eligible Aggrieved Employees, Class Members, or Class Counsel will oppose Defendants' efforts to use this Agreement to prove that Plaintiff, the Class Members, the LWDA, and the Eligible Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims and PAGA Released Claims, as applicable.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount, excluding employer payroll taxes, that Defendants are obligated to pay under this Agreement is Three Hundred Twenty-Five Thousand Dollars (\$325,000).
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of the Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside, and the Settlement Class immediately decertified (subject and without prejudice to further proceedings on motion of any Party to certify or deny certification thereafter).
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to

certification as part of the Settlement shall not be admissible or used in any way in connection with the question of whether any arbitrator or court, including the Court, should certify any claims in a non-settlement context in this Class Action or in any other lawsuit or venue. If the Settlement does not become effective, Defendants reserves the right to contest any issues relating to class certification, liability, and damages.

- D. **Appointment of Class Representative.** Solely for the purposes of this Settlement, and without prejudice to Defendants asserting that Plaintiff is not an adequate class representative in this or any other proceeding or in an event this Settlement does not become final and effective as provided herein, the Parties stipulate and agree Plaintiff shall be appointed as the representative for the Class.
- E. **Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. **Settlement Disbursement.** Subject to the terms and conditions of this Agreement and the approval of the Court, the Settlement Administrator will disburse the Gross Settlement Amount as follows:

- 1. **Class Representative Enhancement Payment to Plaintiff Earl Gandionco.** In addition to his respective Individual Settlement Share, and subject to the Court's approval and Plaintiff's execution of the general release as set forth herein, Plaintiff Earl Gandionco will receive up to Ten Thousand Dollars (\$10,000) as a Class Representative Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount in the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to his Class Representative Enhancement Payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on the Class Representative Enhancement Payment and shall hold harmless Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. In the event the Court does not approve the entirety of the application for the Class Representative Enhancement Payment, the Settlement Administrator shall pay whatever amount the Court awards out of the Gross Settlement Amount in the Qualified Settlement Fund, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the NSA and will be distributed to Participating Class Members in accordance with the terms of this Agreement. In the event that the Court

reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to modify or revoke the Settlement, and it will remain binding, nor will Plaintiff seek, request, or demand an increase in the Gross Settlement Amount on that basis.

- 2. Attorney Fee Award and Cost Award to Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (35%) or \$113,750 of the GSA and a Cost Award not to exceed \$20,000.00. The Settlement Administrator will pay the Court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Amount in the Qualified Settlement Fund. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award; IRS Forms 1099 will be issued to Class Counsel with respect to both payments. Class Counsel shall be solely and legally responsible for paying all applicable taxes on the Attorney Fee Award and Cost Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards from the GSA in the Qualified Settlement Fund, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and will be distributed to Participating Class Members in accordance with the terms of this Agreement. The Parties agree that over and above the Court-approved Attorney Fee Award and Cost Award, each of the Parties, including all Class Members, shall bear their own fees and costs, including, but not limited to, those related to the investigation, filing, prosecution, or Settlement of the Class Action and PAGA Action; the negotiation, execution, or implementation of this Agreement; and/or the process of obtaining, administering or challenging the Preliminary Approval Order and/or Final Approval. In the event that the Court reduces or does not approve the requested Attorney Fee Award and Cost Award, and/or if the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and will be distributed to Participating Class Members in accordance with the terms of this Agreement; Plaintiff and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class Counsel seek, request, or demand an increase in the Gross Settlement Amount on that basis, and the Settlement will remain binding.
- 3. To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$10,000. This will be paid out of Gross Settlement Amount in the Qualified Settlement Fund. If the actual amount of

Administration Costs are less than the amount estimated and/or requested, the difference shall become part of the NSA and will be distributed to Participating Class Members in accordance with the terms of this Agreement.

- 4. To Participating Class Members.** The Settlement Administrator will pay each Participating Class Member the Class Member's Individual Settlement Share from the NSA.

a. Individual Settlement Share Calculation. The Individual Settlement Share is calculated based on each Participating Class Member's pro-rata share of the Net Settlement Amount based on qualifying workweeks during the Class Period as follows: (i) the number of weeks he or she worked as a Class Member, divided by (ii) the total number of weeks worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount. The Settlement Administrator will use the Class Data to calculate the number of workweeks worked by each Participating Class Member based on their relevant dates of employment for purposes of this calculation. One day worked in a given workweek will be credited as a week for purposes of this calculation.

b. Tax Treatment for Individual Settlement Shares. Each Participating Class Member's Individual Settlement Share will be apportioned as follows: one-third wages, one-third interest and one-third penalties. The portion paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Subject to requirements of applicable law, payment of all amounts subject to withholdings will be made subject to backup withholding. The amounts paid as penalties, reimbursements, and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. The employees' share of payroll tax withholdings shall be withheld from each person's Individual Settlement Share. Participating Class Members will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Shares and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Shares.

- 5. To the Responsible Tax Authorities.** The Settlement Administrator will withhold the amount of each Participating Class Member's portion of normal payroll withholding taxes out of each Participating Class Member's

Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes. The Settlement Administrator will submit Defendants' portion of payroll withholding tax calculation to Defendants for additional funding and shall forward those amounts withheld to the appropriate taxing authorities.

- 6. To Eligible Aggrieved Employees.** The Settlement Administrator shall pay each Eligible Aggrieved Employee the Eligible Aggrieved Employee's Individual PAGA Payment from the PAGA Payment, according to the terms of this Agreement, including as follows:

a. Individual PAGA Payment Calculation. The Individual PAGA Payment is calculated based on each Eligible Aggrieved Employee's pro-rata share of the PAGA Payment allocated to the Eligible Aggrieved Employees based on pay periods during the PAGA Period as follows: (i) the number of pay periods he or she worked as an Eligible Aggrieved Employee during the PAGA Period, divided by (ii) the total number of pay periods worked by all Eligible Aggrieved Employees for the Defendants collectively during the PAGA Period, which is then multiplied by the PAGA Payment allocated to the Eligible Aggrieved Employees. The Settlement Administrator will use the Class Data to calculate the number of pay periods worked by each Eligible Aggrieved Employee based on their dates of relevant employment with LanceSoft for purposes of this calculation.

b. Tax Treatment for Individual PAGA Payments. Each Eligible Aggrieved Employee's Individual PAGA Payment will be apportioned as 100% penalties and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Eligible Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual PAGA Payments.

- G. Appointment of Settlement Administrator.** The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to the Class Members; tracking all objections or requests for exclusion from Class Members; performing skip traces and, where required, re-mailing Class Notices to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; calculating Eligible Aggrieved Employees' Individual PAGA Payments; providing weekly status reports to Defendants' Counsel and Class Counsel, which shall include prompt

updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing (and, if necessary, remailing) Individual Settlement Shares to Participating Class Members; mailing (and, if necessary, remailing) Individual PAGA Payments to Eligible Aggrieved Employees; mailing the portion of the PAGA Payment due to the LWDA to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members, Eligible Aggrieved Employees and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the *California State Controller's Unclaimed Property Fund*, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Parties agree to undertake good faith efforts to ensure that the Settlement Administrator indemnifies the Parties and counsel regarding any improper handling of Settlement Administrator's responsibilities, including the handling of any tax-related matters. The Parties will have equal access to the Settlement Administrator throughout the claims administration period.

H. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

- (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);
- (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and
- (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

I. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. No later than fourteen (14) days after the execution of this Agreement, Plaintiff will, in accordance with the terms and conditions of this Agreement and subject to approval by Defendants' Counsel, file a motion with the Court for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, approving the Class Notice and Exclusion Form, and seeking Court approval of the PAGA Action settlement.
- b. At the Preliminary Approval hearing, Plaintiff will, in accordance with the terms and conditions of this Agreement, appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; setting the Final Approval hearing; and approving the PAGA Action settlement.
- c. If the Court declines to conditionally certify the Class or to issue a Preliminary Approval of the Settlement, the Parties shall use their best efforts to cooperate and effect any changes required by the Court to obtain preliminary approval, so long as any such changes remain consistent with the terms of this Agreement. If, after the Parties have exhausted their joint efforts to obtain preliminary approval in accordance with this Agreement, or if the Court does not grant preliminary approval of the Settlement and approval of the PAGA Action settlement consistent with the terms of this Agreement, this Agreement will be null and void, and the Parties will have no further obligations under it, except if the Court declines to enter the Preliminary Approval due solely to the amount of requested Class Representative Enhancement Payment, Attorney Fee Award or Cost Award. In the event that the Court does not grant preliminary approval and this Agreement becomes null and void, the Parties agree that Plaintiff will dismiss his PAGA claim without prejudice from the Complaint and the Parties shall otherwise be returned to their respective positions as they existed prior to the execution of this Settlement Agreement.
- d. This Agreement is not contingent upon approval by the Court of Plaintiff's application for the Class Representative Enhancement Payment, Attorney Fee Award or Cost Award. If the Court approves all payments pursuant to this Agreement except for one or more of the foregoing, the Parties will remain bound by this Agreement and any Court-required reduction of the Attorney Fee

Award, Cost Award, or Class Representative Enhancement Payment will be reallocated to Participating Class Members as part of the Net Settlement Amount.

2. **Notice to Class Members.** After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:
 - a. Within fifteen (15) business days after entry of the Preliminary Approval, Defendant LanceSoft shall deliver the Class Data to the Settlement Administrator.
 - b. Upon receipt of the Class Data, the Settlement Administrator will use all commercially reasonable means to confirm Class Members' addresses and obtain new addresses as necessary. The Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. The Settlement Administrator shall maintain the Class Data as private and confidential and take reasonable and necessary precautions to maintain the confidentiality of the Class Data. The Settlement Administrator shall not distribute or use the Class Data or any information contained therein for any purpose other than to administer this Settlement.
 - c. Within fourteen (14) calendar days after Defendants' deadline to provide the Class Data to the Settlement Administrator, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class U.S. Mail.
 - d. If a Class Notice is returned because of an incorrect address, within ten (10) days from receipt of the returned Class Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and remail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and up to two (2) skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address, and promptly remailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be remailed to the original address. If the Class

Notice is remailed, the Settlement Administrator will note for its own records the date and address of each remailing. Those Class Members who receive a remailed Class Notice, whether by skip-trace or forwarded mail, will have an additional ten (10) days to postmark an Exclusion Form, or file and serve an objection to the Settlement. The Settlement Administrator shall mark on the envelope whether the Class Notice is a remailed notice.

- e. Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first-class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting LanceSoft's records, they will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the Class Member is entitled.

3. Objections to Settlement.

- a. **Class Notice.** The Class Notice will provide that the Class Members who wish to object to the Settlement may do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline.
- b. **Format.** Any written objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The Parties may file written responses to any filed objections in the motion for Final Approval.
- c. **Objector Appearances.** Participating Class Members may (though are not required to) appear at the Final Approval hearing, either in person or through the objector's own counsel. The failure to file and serve a written objection does not waive a Participating Class Member's right to appear at and make an oral objection at the Final Approval hearing.

- d. Fees.** Defendants shall not be responsible for the fees, costs, or expenses incurred by Plaintiff, Class Counsel or Participating Class Members arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

4. Request for Exclusion from the Settlement (“Opt-Out”).

- a. Class Notice.** The Class Notice will provide that Class Members who wish to exclude themselves from the Class Action Settlement must mail to the Settlement Administrator an Exclusion Form. The written request for exclusion must: (a) include the Class Member’s name, address, and last four digits of the social security number; (b) be addressed to the Settlement Administrator; (c) be signed by the Class Member; and (d) be postmarked no later than the Response Deadline.

- b. Validity and Effect of Class Member Exclusion.**

- 1.** Any Class Member who completes and returns a timely, valid, and executed Exclusion Form will be excluded and will not participate in or be bound by the Class Action Settlement and Final Approval and will not receive an Individual Settlement Share.
 - 2.** A Class Member who does not complete and return a timely Exclusion Form will be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the Final Approval, regardless of whether he or she has objected to the Settlement.
 - 3.** Notwithstanding the foregoing, submission of a timely Exclusion Form by a Class Member who is an Eligible Aggrieved Employee will not affect the Class Member’s participation in the PAGA Action settlement, and the Class Member will receive their Individual PAGA Payment as set forth in this Agreement and will be bound by the release of the PAGA Released Claims.

- 5. Defendants’ Option to Terminate.** If more than ten percent (10%) of the Class Members submit timely Exclusion Forms, Defendants, collectively, at their sole option and by written notice to Class Counsel, may terminate the Settlement, rendering this Agreement null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any

amounts that otherwise would have been owed under this Agreement, except that the Parties shall pay an equal portion for the Settlement Administrator's Administration Costs through the date this Agreement becomes null and void. Defendants must exercise this option by informing Class Counsel no later than seven (7) calendar days after the Accounting Report Deadline.

- 6. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel or agents will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Final Approval. The parties agree the Claims Administrator shall have no authority to comment upon the timeliness or efficacy of any objections or requests for exclusion and that the final determination of the validity of any objections or requests for exclusions shall be made by the Court.

- 7. Motion for Final Approval.**

- a.** Class Counsel will file on behalf of Plaintiff, and Defendants will not oppose, motions and memoranda in support of Final Approval of the Settlement and the following payments: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administration Costs; (4) the Class Representative Enhancement; (5) PAGA Payment, and (6) the Individual Settlement Shares from the Net Settlement Amount. Class Counsel will also move the Court for an order of Final Approval releasing and barring any Released Claims of the Participating Class Members and the PAGA Released Claims of the Eligible Aggrieved Employees.
 - b.** If the Court denies Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, or if the Court's Final Approval is inconsistent with the terms of this Agreement, and if the Parties—through their cooperation and best efforts—are unsuccessful in seeking Court action to obtain Final Approval that is consistent with this Agreement, then the Settlement will immediately become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, if the Court denies Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, or if the Court's Final Approval is inconsistent with the terms of this Agreement, and this Agreement becomes null and void, the Parties agree they shall pay an equal share of the Settlement

Administrator's Administration Costs through the date the Settlement became null and void. Notwithstanding anything to the contrary, an award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, the Attorney Fee Award, and/or the Cost Award, will not constitute a denial of Final Approval, a material modification to the Settlement, or a Final Approval inconsistent with the terms of this Agreement within the meaning of this paragraph.

- c. Upon Final Approval of the Settlement, Class Counsel shall present to the Court a proposed Final Approval Order, approving the Settlement. After entry of Final Approval, the Court shall have continuing jurisdiction over the Class Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Final Approval matters as may be appropriate under Court rules and applicable law.
- d. The Parties agree that upon Final Approval, a judgment will be entered confirming the release of the Released Claims and the PAGA Released Claims. This judgment will constitute a binding and final resolution of all claims by all Participating Class Members.

8. Waiver of Right to Appeal. Provided that the Final Approval is consistent with the terms and conditions of this Agreement (except for any Final Approval inconsistent solely with Class Counsel's request for Attorney Fee Award, Cost Award, or Class Representative Enhancement Payment), if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Final Approval, including, but not limited to, all rights to any post-Final Approval proceeding and appellate proceeding, such as a motion to vacate or set aside the Final Approval, and any extraordinary writ, and the Final Approval will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-Final Approval proceeding.

9. Vacating, Reversing, or Modifying Final Approval on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Final Approval such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Approval is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount.

10. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount, except for any additional employer payroll taxes owed on wage portions of the Individual Settlement Shares. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** No later than seven (7) business days after the Effective Final Settlement Date, Defendants shall provide any tax information that the Settlement Administrator may need to calculate each Participating Class Member's Individual Settlement Share. No later than twenty-one (21) calendar days after the Effective Final Settlement Date, Defendants shall deposit the Gross Settlement Amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) needed to pay the entire GSA by wiring the funds to the Settlement Administrator as well as any additional sums necessary to account for the employers' share of payroll taxes.
- b. **Disbursement:** Within fourteen (14) calendar days after the deadline to fund of the Settlement as set forth at Section 11(a), the Settlement Administrator shall calculate and disburse all payments due under the Settlement Agreement, including all Individual Settlement Shares, Individual PAGA Payments, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement, the PAGA Payment, and the Administration Costs. The Settlement Administrator will forward a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim. As of the Effective Final Settlement Date, Defendants and the Released Parties shall have no liability for the Released Claims or the PAGA Released Claims which are released under this Agreement.
- c. **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the

earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

11. Settlement Administrator's Reporting to the Parties.

- a.** After mailing the Class Notices, the Settlement Administrator shall provide a weekly status report to Class Counsel and Defendants' Counsel informing them of the total numbers of Class Notices mailed, Class Notices returned as undeliverable, Class Notices remailed, and Exclusion Forms and objections received.
- b.** No later than seven (7) calendar days after the Response Deadline ("**Accounting Report Deadline**"), the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Class Notices mailed to Class Members, the number of Class Notices returned as undeliverable, the number of Class Notices remailed to Class Members, the number of remailed Class Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- c.** No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) calendar days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- d.** Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

12. Uncashed Checks. Participating Class Members and Eligible Aggrieved Employees must cash or deposit their Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that

unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, to the *California State Controller's Unclaimed Property Fund* in the name of and for the benefit of the individual who did not cash their check.

13. Defendants' Legal Fees. Defendants are each responsible for paying for all of their own legal fees, costs, and expenses incurred in this Class Action outside of the Gross Settlement Fund.

14. LWDA Notices. Class Counsel shall provide to the LWDA all required notices and documents to facilitate approval of the Settlement in accordance with the PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court; a copy of the Court's judgment; copies of any other orders that award or deny penalties; and a copy of the Complaint.

15. Adjustment of Deadlines. If any deadline or date on which an action is required to be taken under this Agreement falls on a Saturday, Sunday, or Court holiday, the date shall be deemed to be extended to the next non-weekend, non-Court holiday date.

J. Release of Claims. As of the Effective Final Settlement Date, except as to such rights or claims as may be created by this Agreement, in exchange for the consideration set forth in this Agreement, Plaintiff and the Participating Class Members, on their own behalf, and on behalf of their respective current, former and future heirs, spouses, executors, administrators, agents, attorneys, and assigns fully release the Released Parties from the Released Claims for the Class Period. The Plaintiff and Participating Class Members shall be deemed to have, and, upon Defendants' fully funding of the Settlement and by operation of the Final Approval, shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement. The Parties further acknowledge, understand and agree that this release is a material part of the consideration for this Agreement; was critical in justifying the agreed-upon economic value of this Settlement, and without it Defendants would not have agreed to the consideration provided; and is narrowly drafted and necessary to ensure that Defendants is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts and legal theories contained in the Complaint.

K. PAGA Release. As of the Effective Final Settlement Date, Plaintiff, all Aggrieved Employees, and the State of California will be barred from prosecuting and will release the Released Parties from all PAGA claims, whether known or unknown, that were pled or could have been pled based on the factual allegations contained

in the Complaint, amendments thereto, or any PAGA letters submitted by Plaintiff that occurred during the PAGA Period (“**PAGA Released Claims**”). The PAGA Released Claims include all penalties available under California Labor Code section 2698 et seq. for the claims encompassed by the Released Claims.

- L. Plaintiff’s Release of Claims and General Release.** In return for services rendered to the Class Members, Plaintiff will apply to the Court to receive the Class Representative Enhancement Payment to the Plaintiff in an amount not to exceed Ten Thousand Dollars (\$10,000). The application for the Class Representative Enhancement Payment is to be considered separately from the Court’s consideration of the fairness, reasonability, adequacy, and good faith of the Settlement. The Court’s award of the Class Representative Enhancement Payment in an amount less than Ten Thousand Dollars (\$10,000) will not terminate this Agreement or otherwise affect the Court’s ruling on the motion for Final Approval, the Final Approval Order, or the fairness or reasonableness of this Agreement. Any amount of the Class Representative Enhancement not approved by the Court will become part of the NSA to be distributed to Participating Class Members.

Plaintiff provides and agrees to a general release on behalf of himself and his heirs, spouses, executors, administrators, attorneys, agents and assigns of any and all claims of any nature, known or unknown, contingent or accrued, against all Released Parties, whether in tort, contract or equity, including but not limited to the Released Claims, and any claims arising out of or relating to work performed by Plaintiff for the Released Parties. Plaintiff further provides and agrees to a Section 1542 general release of claims, and as such he agrees and represents he is aware and familiar with the provisions of California Civil Code Section 1542, which provides as follows:

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

With full awareness and understanding of the above provisions, Plaintiff waives and relinquishes any and all rights and benefits he may have under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect, concerning the claims released herein.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in

the Class and PAGA Actions, or that but for the Settlement, a Class should be certified in the Class Action or that the PAGA Action could proceed on a representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Class and PAGA Actions will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding or other special proceeding (other than solely in connection with this Settlement).

2. **No Effect on Employee Benefits.** The Class Representative Enhancement Payments, Individual Settlement Shares and/or Individual PAGA Payments paid to Plaintiff, Participating Class Members and/or the Eligible Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff, Participating Class Members or Eligible Aggrieved Employees. The Parties agree that any Class Representative Enhancement, Individual Settlement Shares and/or Individual PAGA Payments paid to Plaintiff, Participating Class Members and/or the Eligible Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's, Participating Class Members' or Eligible Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
3. **Publicity.** Class Counsel and Plaintiff agree to publicly discuss the terms of this Settlement only in declarations submitted to a court to establish Class Counsel's adequacy to serve as class counsel for purposes of this Settlement Agreement, in declarations submitted to a court in support of motions for Preliminary Approval, Final Approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Plaintiff agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press concerning the Settlement. The Parties shall not issue any press release or other public or non-public representation regarding the Settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. Class Counsel will not communicate with other counsel not involved in this Class Action or this Settlement about the Settlement, nor utilize the Settlement in any way in their marketing or advertising materials or website. Notwithstanding the above, Class Counsel may communicate with Class Members for the purposes of the Settlement, subject to the limitations set forth in this Agreement. As of the date of this

Agreement, Class Counsel does not represent and is not aware of any individuals other than Plaintiff who have a present intention to bring any wage-related or employment-related charge or claim against Defendants and/or AbbVie Inc. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement as required by law or for financial reporting or audit purposes.

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

an express written instrument signed by counsel for all Parties or their successors-in-interest.

- 9. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 10. No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 11. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 12. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Class Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 13. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiff, Class Counsel, Eligible Aggrieved Employees and Participating Class Members will assume any such tax obligations or consequences that may arise from any disbursements made under this Agreement, and that Plaintiff, Class Counsel, Eligible Aggrieved Employees and Participating Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.
- 14. Jurisdiction of the Superior Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders in connection therewith.

15. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement other than Plaintiff's, Class Members', and the LWDA's release of claims, as set forth herein, is found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

17. Escalator Clause: The settlement was reached based on 3,400 total workweeks. If the workweeks exceed 3,740 total workweeks as of July 1, 2022, the GSA will increase on a pro rata basis at \$95.59 for each workweek that is in excess of 3,740. If the total workweeks exceed 3,740 before July 1, 2022, Defendants can, at their option, modify the Class Period to end on the date when the workweeks worked by the Class Members since December 17, 2016 totaled 3,740, notwithstanding the definition of the Class Period.

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

IV. VOLUNTARY NATURE OF AGREEMENT

The Parties understand and agree that they executed this Agreement voluntarily and without any duress or undue influence on the part or behalf of one another or any third party, with the full intent of releasing all of claims released herein. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains;

- (d) They are fully aware of the legal and binding effect of this Agreement; and
- (e) They have not relied upon any representations or statements made by one another that are not specifically set forth in this Agreement.

(Signature Page Follows)

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 06/13/2022, 2022

EARL GANDIONCO



Dated: _____, 2022

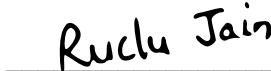
**ALLERGAN, INC., ALLERGAN USA, INC.,
ALLERGAN SALES, LLC, AND ZELTIQ
AESTHETICS, INC.**

By: _____

Title: _____

Dated: June 22, 2022

LANCESOFT, INC.



By: Ruchi Jain

Its: SVP, HR

Dated: June 14, 2022

JUSTICE LAW CORPORATION



Douglas Han, Esq.

Attorneys for Plaintiff Earl Gandionco, on behalf of
themselves and all others similarly situated

Dated: _____, 2022

JONES DAY

Rick J. Bergstrom, Esq.

Allison Crow, Esq.

Attorneys for Allergan, Inc., Allergan USA, Inc.,
Allergan Sales, LLC, and Zeltiq Aesthetics, Inc.

Dated: June 14, 2022

JACKSON LEWIS



Shannon B. Nakabayashi, Esq.

Attorneys for LanceSoft, Inc.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2022

EARL GANDIONCO

Dated: June 24, 2022

**ALLERGAN, INC., ALLERGAN USA, INC.,
ALLERGAN SALES, LLC, AND ZELTIQ
AESTHETICS, INC.**

Laura Brake

By: Laura Brake

Title: Senior Counsel

Dated: _____, 2022

LANCESOFT, INC.

By: _____

Its: _____

Dated: _____, 2022

JUSTICE LAW CORPORATION

Douglas Han, Esq.

Attorneys for Plaintiff Earl Gandionco, on behalf of
themselves and all others similarly situated

Dated: June 24, 2022

JONES DAY

Rick J. Bergstrom

Rick J. Bergstrom, Esq.

Allison Crow, Esq.

Attorneys for Allergan, Inc., Allergan USA, Inc.,
Allergan Sales, LLC, and Zeltiq Aesthetics, Inc.

Dated: _____, 2022

JACKSON LEWIS

Shannon B. Nakabayashi, Esq.

Attorneys for LanceSoft, Inc.

EXHIBIT A

CALIFORNIA SUPERIOR COURT, COUNTY OF SAN JOAQUIN

Earl Gandionco v. Allergan, Inc., et al.

Case No. STK-CV-UOE-2022-0003077

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you, and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

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

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

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

All non-exempt or hourly employees of LanceSoft, Inc. (“LanceSoft”) assigned by LanceSoft to perform work, and who did perform work, for Allergan, Inc.; Allergan USA, Inc.; Allergan Sales, LLC; or Zeltiq Aesthetics, Inc. (together, “Allergan Entities”) at any of the Allergan Entities’ facilities or work locations in California at any time from December 17, 2016 to July 1, 2022.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of its Settlement, and your rights and options with respect to the Settlement. Defined terms in this Notice use the definitions in the parties’ settlement agreement.

The case settled for \$325,000. The amount paid in the Settlement includes: (1) the Individual Settlement Shares to be paid to all Class Members who do not opt out of the Settlement by submitting the enclosed Exclusion Form Form (“**Participating Class Members**”); (2) the **Class Representative Enhancement Payment** to the named Plaintiff in an amount up to \$10,000; (3) the **Administration Costs** paid to the Settlement Administrator for administering the Settlement, in an amount up to \$10,000; (4) the **Attorney Fee Award** for attorneys’ fees of up to \$113,750 and **Cost Award** for costs of up to \$20,000, to be supported by declaration; (5) a **PAGA Payment** for the settlement of PAGA claims and penalties in the total amount of \$20,000, with 75% of the PAGA Payment (\$15,000) to be paid to the California Labor Workforce and Development Agency (“**LWDA**”), and the remaining 25% to be distributed to **Eligible Aggrieved Employees** as **Individual PAGA Payments**. The remaining sum, estimated at \$151,250 is the “**Net Settlement Fund**”, which will be distributed among all Participating Class Members.

WHAT INFORMATION IS IN THIS NOTICE

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2. What Is This Case About? Page 2
3. Am I a Class Member? Page 3
4. How Does This Class Action Settlement Work? Page 3

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1. *Why Have I Received This Notice?*

LanceSoft, Inc.’s personnel records indicate that you may be a Class Member for the purposes of the Settlement, as described below. The Settlement will resolve all Class Members’ Released Claims, as described below, from December 17, 2016, through July 1, 2022 (the “**Class Period**”).

A Preliminary Approval Hearing was held on [date], 2022 in the California Superior Court, County of San Joaquin. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice to advise you of the Settlement’s impact on your rights and to outline your options.

The Court determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable; final determination of those issues will be made at the **Final Approval Hearing**, which will be held on [date], 2022 at [time], before the Honorable Judge Robert T. Waters, at the Superior Court for the County of San Joaquin, located at 180 E Weber Ave., 2nd Floor, Stockton, CA 95202, Department 11B.

2. *What Is This Case About?*

The operative complaint in this Action was filed by Plaintiff Earl Gandionco (“**Plaintiff**”) on April 27, 2022 in the San Joaquin County Superior Court (Case Number STK-CV-UOE-2022-0003077).

Plaintiff alleges class action claims, on behalf of himself and the Class Members, against Defendants for alleged violations of California wage and hour requirements, including (a) violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (b) violation of California Labor Code §§ 226.7 and 512 (unpaid Meal Period Premiums); (c) violation of California Labor Code § 226.7 (unpaid Rest Period Premiums); (d) violation of California Labor Code §§ 1194 and 1197 (unpaid Minimum Wages); (e) violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (f) violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); (g) violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (h) violation of California Business & Professions Code § 17200, *et seq.* On behalf of the Class Members, Plaintiff seeks damages, restitution, statutory penalties, interest, costs, attorney’s fees and other relief. The portion of the Settlement settling the Class Members’ Released Claims, as described below, during the Class Period—is referred to herein as the “**Class Action Settlement**.”

Plaintiff also alleges a representative action for civil penalties under California’s Private Attorneys General Act (“**PAGA**”). The portion of the Settlement settling the PAGA claims is referred to herein as the “**PAGA Settlement**.”

The Court has not made any determination as to whether the claims in Plaintiff's lawsuit have any merit or whether this case would be able to proceed as a class or representative action, or whether Defendants violated any laws. The Court has not decided the lawsuit, or any claims, in favor of either Plaintiff or Defendants; instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong. By agreeing to resolve the Action, the parties will avoid the risks and costs of a trial.

Defendants deny all allegations made by Plaintiff, individually and on behalf of Class Members, in the Action and deny liability for any wrongdoing with respect to the alleged facts or causes of action asserted in the Action. The Settlement is not an admission by Defendants of any wrongdoing or an indication that any law was violated.

3. *Am I Eligible for a Payment as a Class Member or an Aggrieved Employee?*

You are a Class Member if you were a non-exempt or hourly employee of LanceSoft, were assigned by LanceSoft to perform work, and did perform work, for Allergan, Inc.; Allergan USA, Inc.; Allergan Sales, LLC; or Zeltiq Aesthetics, Inc. (together, "**Allergan Entities**") at any of the Allergan Entities' facilities or work locations in California at any time from December 17, 2016 through July 1, 2022. If you qualify as a Class Member, you could receive money from the Class Action Settlement if you do not opt out by completing the enclosed Exclusion Form.

You are an Eligible Aggrieved Employee if you were a non-exempt or hourly employee of LanceSoft, were assigned by LanceSoft to perform work, and did perform work, for the Allergan Entities at any of the Allergan Entities' facilities or work locations in California at any time from April 22, 2021, through July 1, 2022 (the "PAGA Period"). If you qualify as an Eligible Aggrieved Employee, you will receive money from the PAGA Settlement, even if you complete the enclosed Exclusion Form. However, if you complete the Exclusion Form and receive only an Individual PAGA Payment under the PAGA Settlement, your payment will be significantly less than if you also participated as a Class Member.

4. *How Will The Class Action Settlement Work?*

Plaintiff filed the Action on behalf of himself and all other similarly situated employees who meet the definition of a "Class Member" or "Eligible Aggrieved Employee" (see #3 above). The Class Action Settlement will resolve the Released Claims of all Class Members, except for those who exclude themselves from the Class by completing an Exclusion Form in the manner described below.

Both the Plaintiff and the attorneys representing Plaintiff and the Class Members ("**Class Counsel**") believe the Settlement is fair and reasonable. The Court has also reviewed the terms of the Settlement and determined that it is sufficiently fair and reasonable to the Class to preliminarily approve the Settlement and order issuance of this Notice. The Court will make a final determination at the final approval hearing whether the Settlement is fair and reasonable and should be finally approved. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Class Counsel (see #5 below for Class Counsel contact information), and they will provide you a copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class Members ("Class Counsel")	Attorneys for Defendants
JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Lizette Rodriguez 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259	LanceSoft is represented by: Shannon B. Nakabayashi JACKSON LEWIS P.C. 50 California Street, 9th Floor San Francisco, CA 94111 Telephone: (415) 394-9400 Facsimile: (415) 394-9401 The Allergan Entities are represented by: Rick J. Bergstrom JONES DAY 4655 Executive Drive, Suite 1500 San Diego, CA 92121 Telephone: (858) 314-1200 Facsimile: (844) 345-3178 Allison E. Crow JONES DAY 555 California Street, 25th Floor San Francisco, CA 94104 Telephone: (415) 626-3939 Facsimile: (415) 875-5700

The Court has decided that Justice Law Corporation (Class Counsel) is qualified to represent the Class Members for the purposes of this Settlement. Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

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

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

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Class Action Settlement.**

If you do nothing and the Court grants final approval of the Class Action Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Share (explained below) based on the total number of qualifying workweeks

you were a Class Member during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive a Class Action Individual Settlement Share payment**, you may “opt-out” by completing an Exclusion Form, and you will not be part of the Class Action Settlement. By opting out, you will not receive an Individual Settlement Share payment as a Class Member, and you will not give up the right to sue the Released Parties, including Defendants, for any Released Claims as defined in Section No. 9 below. Please note, if you are eligible to receive an Individual PAGA Payment (explained below) and “opt-out” of the Class Action Settlement you will still receive an Individual PAGA Payment, which will be less than what you would receive as a Participating Class Member. Your right to pursue a claim pursuant to PAGA will be extinguished regardless of whether or not you choose to opt-out.
- **OBJECT:** You may file an objection to the Settlement, and you may (but are not required to) appearing at the final approval hearing to verbally lodge an objection to the Settlement. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement described in this Notice. You cannot both object to and opt out of the Class Action Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out and Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out and Exclude Myself From This Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Share payment**, you can exclude yourself from the Class Action Settlement (*i.e.*, “opt-out”) by sending an Exclusion Form by the date and to the address stated below. The Exclusion Form (titled “ELECTION NOT TO PARTICIPATE”) has been provided to you with this Notice. You may return the Exclusion Form, or you can submit your own written document that includes all of the same information required by the Exclusion Form. If you submit an Exclusion Form and opt-out of the Class Action Settlement, you will not be bound by the Class Action Settlement, and you will not release the claims set forth in Section No. 9.

To properly opt out of the Class Action Settlement, the Exclusion Form must be complete, signed, dated, and mailed by First-Class U.S. Mail, **postmarked no later than [date], 2022** to:

Earl Gandionco v. Allergan, Inc.

c/o **[SETTLEMENT ADMINISTRATOR]**

[INSERT ADDRESS]

If you received a re-mailed Notice, whether by skip-trace or forwarded mail, you will have an additional fifteen (15) days to postmark an Exclusion Form which must be mailed no later than [redacted], 2022. The envelope that you received with this Class Notice indicates whether the Class Notice has been forwarded or

re-mailed. You should keep copies of all documents, including the envelope, in case your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely Exclusion Form as described in the paragraph above. Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Exclusion Form on or before the above-specified deadline shall be bound by all terms of the Class Action Settlement, release, and any Judgment entered in the Action if the Class Action Settlement receives final approval from the Court.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt-out of the Class Action Settlement, you may object to the Class Action Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you received a re-mailed Class Notice, whether by skip-trace or forwarded mail, you will have an additional fifteen (15) days to postmark a written objection which must be mailed no later than [redacted], 2022. If you choose to object in writing, your objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) a description, in clear and concise terms, of the legal and factual arguments supporting the objection; (d) identification of any witness(es) you may call to testify at the Final Approval Hearing; and (e) true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing.

Objecting Class Members may appear at the Final Approval Hearing, either in person or through the objector’s own counsel even if they did not submit a written objection. Timely and valid objections to the Class Action Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the Settlement over any objections, objecting Class Members will still receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Class Action Settlement Affect My Rights? What are the Released Claims?*

If the proposed Class Action Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Class Action Settlement will be bound by the Court’s Final Judgment and will fully release and discharge Defendants, AbbVie Inc., and each of their respective former, present, and future parents, subsidiaries, affiliated corporations and entities, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, and third-party agents, and any successors, assigns, or legal representatives (“Released Parties”). The Released Claims are as follows:

A. Released Claims.

The claims that Plaintiff and the other Participating Class Members are releasing in exchange for the consideration provided for by the Class Action Settlement are all applicable California wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising from the claims alleged in the operative complaint filed by Plaintiff in the Action or that could have been asserted based on the facts alleged in the

operative complaint filed by Plaintiff against Defendants in the Action, including claims for unpaid wages; unpaid overtime; missed, late or short meal periods; missed, late or short rest breaks; inaccurate wage statements; failure to timely pay wages during employment and/or at the time of termination; failure to reimburse employee expenses; violations of California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802 and the IWC California Wage Orders; and violations of California Business and Professions Code sections 17200, *et seq* which arose during the Class Period (collectively, the “**Released Claims**”).

As of the Effective Final Settlement Date (defined below), Plaintiff, all Eligible Aggrieved Employees, and the State of California will be barred from prosecuting and will release the Released Parties from all PAGA claims, whether known or unknown, that were pled or could have been pled based on the factual allegations contained in the operative complaint filed by Plaintiff in the Action, amendments thereto, or any PAGA letters submitted by Plaintiff that occurred during the PAGA Period (“**PAGA Released Claims**”). The PAGA Released Claims include all penalties available under California Labor Code section 2698 *et seq.* for the claims encompassed by the Released Claims.

The “**Effective Final Settlement Date**” is the effective date of the Settlement, which will be the latest of the following dates, as applicable: (i) If no objection to the Settlement is made, and judgment is entered, the expiration of the time for any appeal of the judgment; (ii) if an objection to the Settlement is made and judgment is entered, but no appeal is filed, the expiration of the time for any appeal of the judgment; (iii) if judgment is entered and an appeal from the judgment is filed, the date the judgment is affirmed, the appeal is dismissed, and the judgment is no longer subject to appeal.

10. How Much Can I Expect to Receive From This Settlement?

Defendants will pay, subject to Court approval, a Gross Settlement Amount of \$325,000 to cover: (1) the Individual Settlement Shares to all Participating Class Members; (2) the Class Representative Enhancement Payment to Plaintiff in an amount up to \$10,000; (3) the Administration Costs to the Settlement Administrator in an amount up to \$10,000; (4) Class Counsel’s requested award for attorneys’ fees of up to \$113,750 and costs of up to \$20,000, supported by declaration; (5) a PAGA Payment for PAGA Settlement of claims under PAGA for \$20,000, with 75% of that portion (\$15,000) to be paid to the LWDA, and the remaining 25% to be distributed to Eligible Aggrieved Employees as Individual PAGA Payments.

After deducting the Class Representative Enhancement Payment to Plaintiff, Settlement Administration Costs, Class Counsel Award and PAGA Payment, the remaining sum, estimated at \$151,250 is the “**Net Settlement Amount**”, which shall be distributed to all Participating Class Members, subject to applicable withholdings pursuant to the terms of the approved Class Action Settlement. The Settlement Administrator will calculate the Individual Settlement Shares for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked as a Class Member based on the Class Data provided by Defendant LanceSoft, Inc., divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class Data, and then multiplied by the Net Settlement Amount. One day worked in a given workweek will be credited as a week for purposes of this calculation. Therefore, the value of each Participating Class Member’s Individual Settlement Share ties directly to the number of qualifying workweeks that he or she worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the Effective Final Settlement Date, based upon the calculation above your *estimated* Individual Settlement Share is as follows:

\$ [redacted], less applicable taxes. This is based on LanceSoft's records, which show you worked a total of [redacted] qualifying workweeks during the Class Period.

If you believe the number of workweeks above is incorrect and you wish to dispute this estimate, you may provide documentation and/or an explanation to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be evaluated, and Class Counsel and Defendants' Counsel will make a final determination as to the number of eligible weeks that should be applied to your Individual Settlement Share.

One-third of your Individual Settlement Share payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share payment only and reported on an IRS Form W-2. The remaining two-thirds of your Individual Settlement Payment will be treated as penalties, and interest, and will be paid pursuant to an IRS Form 1099.

Your Individual Settlement Share payment is currently expected to be distributed approximately 35 days after the Effective Final Settlement Date.

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

11. What is the PAGA Payment, and Am I Eligible for it?

As noted above, this lawsuit concerns a PAGA claim and class action claims. The foregoing information concerning your participation in the Class Action Settlement and potentially receiving the Individual Settlement Share concern the settlement of the class action claims, not the PAGA claim in the lawsuit. If you are not an Eligible Aggrieved Employee, this Section does not apply to you.

Under the terms of the Settlement, \$20,000 of the Gross Settlement Amount has been set aside as the PAGA Payment. This portion is the total amount of civil penalties collected on behalf of the State of California. \$15,000 will be sent to the State of California. Eligible Aggrieved Employees covered by the PAGA Settlement will share \$5,000 based on the number of pay periods they worked during the PAGA Period.

If you qualify as an "Eligible Aggrieved Employee" (see #3 above), you are eligible to receive an Individual PAGA Payment, which will be calculated based on total pay periods you worked during the PAGA Period as follows: (i) the number of pay periods worked as an Eligible Aggrieved Employee during the PAGA Period, divided by (ii) the total number of pay periods worked by all Eligible Aggrieved Employees collectively during the PAGA Period, and then multiplied by the \$5,000 PAGA Payment allocated to the Eligible Aggrieved Employees. Individual PAGA Payments shall be designated as 100% penalties, for which an IRS Form 1099 will be issued.

Because these penalties are sought on behalf of the State of California, you cannot exclude yourself from the PAGA Settlement. Even if you exclude yourself from the Class Action Settlement, you will still be paid your portion of the civil penalties described above if you are an Eligible Aggrieved Employee under the PAGA Settlement.

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

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$113,750) and up to \$20,000 for litigation costs.

Defendants have paid all of their own attorneys' fees and costs.

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

13. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "Gandionco v. Allergan class action settlement."

This Notice does not contain every term of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 180 E Weber Ave., 2nd Floor, Stockton, CA 95202, between 8:30 a.m. and 4:00 p.m.

The pleadings and other records in this litigation may be examined online on the San Joaquin County Superior Court's website at <https://cms.sjcourts.org/fullcourtweb/start.do>. After arriving at the website, log in and search "Cases"→"Civil Case" and then enter the case number in the "Case Lookup" search (the case number is cv-2022-00003077). Navigating to the "Document Mgmt" menu will allow you to view and download documents filed in the case.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings; case number STK-CV-UOE-2022-0003077.

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

EXHIBIT B

ELECTION NOT TO PARTICIPATE IN CLASS ACTION SETTLEMENT (“OPT-OUT FORM”)

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

Earl Gandionco v. Allergan, Inc., et al.

Case Nos. STK-CV-UOE-2022-0003077

ONLY SIGN AND MAIL THIS DOCUMENT IF YOU WISH TO EXCLUDE YOURSELF AND OPT-OUT FROM THE CLASS ACTION SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT AS A PARTICIPATING CLASS MEMBER.

This document must be postmarked no later than _____, 2022 and sent via U.S. Mail to:

Allergan Settlement Administrator, C/O [SETTLEMENT ADMINISTRATOR]

[Insert Administrator Address]

[City, State ZIP]

By signing and mailing this form to exclude yourself from the class action settlement, you are agreeing to and confirming the following:

It is my decision not to participate in the class action settlement in *Gandionco v. Allergan, Inc., et al.* I understand that by excluding myself I will not receive a settlement payment from the class action settlement as a participating Class Member. If I qualify as an Eligible Aggrieved Employee, I will still be eligible to receive a payment for PAGA penalties, but any payment for PAGA penalties will be substantially lower than the Individual Settlement Share for which I would be eligible if I participated as a Class Member and did not opt out.

I confirm that I was employed by LanceSoft as a non-exempt or hourly employee assigned by LanceSoft to perform work, and did perform work, at Allergan, Inc.; Allergan USA, Inc.; Allergan Sales, LLC; or Zeltiq Aesthetics, Inc. (together, “Allergan Entities”) at an Allergan Entity facility or work location in California between December 17, 2016 to July 1, 2022. I confirm that I have received and reviewed the Notice of Class Action Settlement in this action. **I have decided to be excluded from the class, and I have decided not to participate in the proposed settlement.**

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

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

(Telephone Number)

(Address)

(Address continued)

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

On July 12, 2022, I served the foregoing document described as

JOINT STIPULATION AND SETTLEMENT AGREEMENT

for the following case: **Gandionco v. Allergan, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-880564-22**
Court Case No.: STK-CV-UOE-2022-0003077
San Joaquin County Superior Court

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

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

[X] BY ELECTRONIC SUBMISSION

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

[X] STATE

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

Executed on July 12, 2022, at Pasadena, California.


Mariah Anderson