

## SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiff Yu Hee Stacy Kim (“Plaintiff”) and defendants Google LLC (“Google”) and Akorbi Workforce Solutions, LLC (“Akorbi”) (collectively, “Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

### I. RECITALS

- A. On August 8, 2022, Plaintiff filed a complaint against Defendants in the Superior Court of the State of California, for the County of Santa Clara (the “Superior Court”), titled “*YU HEE STACY KIM, individually and on behalf of other persons similarly situated and aggrieved, Plaintiff, vs. AKORBI WORKFORCE SOLUTIONS, LLC, a Texas limited liability company; GOOGLE LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants,*” Case No. 22CV401795 (the “Action”), currently pending in the Superior Court. In the operative complaint, Plaintiff asserts putative class claims and representative claims pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.*, against Defendants for an alleged failure to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses.
- B. Previously, on May 11, 2022, Plaintiff submitted to the California Labor and Workforce Development Agency (the “LWDA”) notice of her claims under PAGA.
- C. On April 17, 2024, the Parties participated in a mediation presided over by Hon. Angela Bradstreet of ADR Services, Inc. During the mediation and in subsequent settlement negotiations that followed it, each side, represented by its respective counsel, recognized the substantial risk of an adverse result in the Action and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into by the Parties and any other agreements, understandings, or representations between the Parties.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff’s claims in the Action have merit or that it has any liability to Plaintiff or the class on those claims, or as an admission by Plaintiff that Defendants’ defenses in the Action have merit.

Based on these Recitals, the Parties agree as follows:

### II. DEFINITIONS

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

- A. “Action” means the civil action titled “*YU HEE STACY KIM, individually and on behalf of other persons similarly situated and aggrieved, Plaintiff, vs. AKORBI WORKFORCE SOLUTIONS, LLC, a Texas limited liability company; GOOGLE LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants,*” designated as No. 22CV401795 and currently pending in the Superior Court of the State of California, for the County of Santa Clara.
- B. “Akorbi Class” means all current and former non-exempt employees of Akorbi who worked for Akorbi in a non-exempt position in California at any time during the Class Period.
- C. “Akorbi’s Counsel” means Michael Thomas of Jackson Lewis, PC.
- D. “Google’s Counsel” means Leslie Abbott and Brian Featherstun of Paul Hastings LLP.
- E. “Class” means all members of the Akorbi Class and the GCC Class.
- F. “Class Counsel” means Matthew J. Matern, Joshua D. Boxer and Sara B. Tosdal of Matern Law Group, PC.
- G. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.
- H. “Class Members” means all members of the Class.
- I. “Class Notice” means the Notice of Proposed Settlement, Conditional Certification of Settlement Class, Preliminary Approval of Settlement, and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- J. “Class Notice Packet” means the Class Notice (Exhibit A to this Agreement) and the Notice of Estimated Settlement Share (Exhibit B to this Agreement).
- K. “Class Period” means the period of time from August 8, 2018 through June 28, 2024.
- L. “Class Representative Payment” means the special payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Action and undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action.
- M. “GCC Class” means all current and former non-exempt employees of Google who worked for Google in a non-exempt position in Google’s Children’s Centers (the “GCC”) in California at any time during the Class Period.

- N. “Final” means the last of the following dates, as applicable.
1. The last date on which a notice of appeal from the Judgment may be filed, and none is filed.
  2. If a timely appeal from the Judgment is filed, the last of the following dates:
    - a. the last date by which a petition for review by the California Supreme Court of the California Court of Appeal’s decision affirming the Judgment may be filed, and none is filed;
    - b. the last date by which a petition for a writ of *certiorari* to the United States Supreme Court of a decision by the California Court of Appeal or the California Supreme Court affirming the Judgment may be filed, and none is filed;
    - c. if a petition for review by the California Supreme Court, or a petition for a writ of *certiorari* to the U.S. Supreme Court, seeking review of the Judgment or of the California Court of Appeal’s decision on an appeal from the Judgment is timely filed, the date on which the highest reviewing court renders its decision denying the petition (where the immediately lower court affirmed the Judgment) or affirming the Judgment.
- O. “Final Approval Hearing” means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.
- P. “Total Settlement Amount” means the total amount to be paid by Defendants as provided by this Agreement. The Total Settlement Amount is \$2,350,000 (Two Million Three Hundred Fifty Thousand Dollars). Google will pay 100% of the Total Settlement Amount to fund the Settlement. Akorbi’s contribution will be subject to a separate agreement between Akorbi and Google. The Total Settlement Amount is all-inclusive of all payments contemplated in this resolution. The Total Settlement Amount, therefore, is inclusive of all settlement payments to eligible Class Members and PAGA Group Members; payment to the LWDA for its share of the settlement of claims for civil penalties under the PAGA, Cal. Lab. Code § 2698 *et seq.*; employer payroll taxes applicable to the portions of Class Members’ settlement payments designated as wages; Plaintiff’s class representative payment; Class Counsel’s attorneys’ fees and expenses (including all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action); and the Settlement Administrator’s fees and expenses. The Settlement is non-reversionary.
- Q. “Judgment” means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court.

- R. “LWDA Payment” means the 75% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.C.3. of this Agreement.
- S. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the LWDA Payment; (b) the Class Representative Payment; (c) the Class Counsel Fees and Expenses Payment; (d) the Settlement Administrator’s fees and expenses; and (e) Defendants’ share of applicable payroll taxes. The entire Net Settlement Amount will be distributed to Class Members and the PAGA Group Members. If any Settlement Share check is not timely cashed by a Class Member, the funds represented by the check will be sent to the California State Controller’s Office, Unclaimed Property Division, in the name of the Class Member.
- T. “Notice of Estimated Settlement Share” means the form that Class Members will receive that describes their estimated Class Member Payment and PAGA Group Payment, as evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- U. “PAGA Civil Penalties” means the \$117,500 set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA. Pursuant to California Labor Code § 2699(i), 75% of the PAGA Civil Penalties (\$88,125) will be payable to the LWDA as the LWDA Payment, and the remaining 25% (\$29,375) will be payable to PAGA Group Members as the PAGA Group Payment.
- V. “PAGA Group” means all Akorbi Class Members who worked for Akorbi in a non-exempt position in California at any time during the PAGA period and all GCC Class Members who worked for Google in a non-exempt position in the GCC at any time during the PAGA Period.
- W. “PAGA Group Members” means all members of the PAGA Group.
- X. “PAGA Group Payment” means the 25% of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in section III.B.1.a. of this Agreement.
- Y. “PAGA Period” means the period of time from May 12, 2021 through June 28, 2024.
- Z. “Preliminary Approval of the Settlement” means the Superior Court’s preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties both agree. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

- AA. “Settlement Administrator” means the third-party administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- BB. “Settlement Share” means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement, and includes the Class Member’s Class Member Payment and, if applicable, his or her pro rata share of the PAGA Group Payment.
- CC. “Superior Court” means the Superior Court of the State of California in and for the County of Santa Clara.

### III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$2,350,000 (Two Million Three Hundred Fifty Thousand Dollars). The Total Settlement Amount is all-inclusive of all payments contemplated in this resolution. The Total Settlement Amount, therefore, is inclusive of all settlement payments to eligible Class Members and PAGA Group Members; payment to the LWDA for its share of the settlement of claims for civil penalties under the PAGA, Cal. Lab. Code § 2698 *et seq.*; employer payroll taxes applicable to the portions of Class Members’ settlement payments designated as wages; Plaintiff’s class representative payment; Class Counsel’s attorneys’ fees and expenses (including all attorneys’ fees and expenses incurred to date and to be incurred in documenting the Settlement, securing trial and appellate court approval of the Settlement, attending to the administration of the Settlement, and obtaining a dismissal of the Action); and the Settlement Administrator’s fees and expenses. The Settlement is non-reversionary.
- B. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Class Members as follows:
1. **Calculation.** The Settlement Administrator will calculate each Class Member’s Settlement Share based on the following formula:
    - a. **PAGA Group Payments.** From the Total Settlement Amount, \$29,375 has been designated as the PAGA Group Payment. Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment multiplied by (i) the number of pay periods worked by the PAGA Group Member in a position covered by the Settlement during the PAGA Period (“Covered Pay Periods”) and (ii) divided by the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a pro rata share of the PAGA Group Payment and will be bound by the release of claims set forth in sections III.F.2. and III.F.3.

- b. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount (i) multiplied by the number of workweeks worked by the Class Member in a position covered by the Settlement during the Class Period (“Covered Workweeks”) and (ii) divided by the total number of Covered Workweeks worked by all Class Members.
- 2. **Effect of Class Members Who Opt Out of the Settlement.** A Class Member who timely and validly opts out of the Settlement by submitting a “Request for Exclusion” to the Settlement Administrator will not participate in or be bound by the Settlement; will not receive the Class Member Payment portion of his or her Settlement Share; and will not be included with those other Class Members counted for purposes of the calculation of the Class Member Payment portion of Settlement Shares, except that all Class Members who are also PAGA Group Members will release the PAGA claims described in sections III.F.2. and III.F.3. and will receive a pro rata share of the PAGA Group Payment regardless of whether they opt out of the Settlement. The Class Member Payment portion of the Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all other Class Members.
- 3. **Tax Treatment.** The Class Member Payments shall be reported to taxing authorities as follows:
  - a. Thirty percent (30%) of each Class Member Payment (the “Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.
  - b. Seventy percent (70%) of each Class Member Payment (the “Non-Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.
  - c. PAGA Group Payments are civil penalties and not subject to payroll tax withholdings and deductions. The Settlement Administrator will issue Forms 1099 in connection with PAGA Group Payments.

C. **Payments to Plaintiff, Class Counsel, LWDA, and Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Total Settlement Amount:

1. **To Plaintiff.** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Superior Court for an award of not more than \$7,500 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action. Defendants will not oppose a Class Representative Payment to Plaintiff of up to \$7,500. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court (but not more than \$7,500) out of the Total Settlement Amount. If the Superior Court approves a Class Representative Payment of less than \$7,500, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to this payment.
2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of not more than \$783,333.33 (Seven Hundred Eighty Three Thousand Three Hundred Thirty Three Dollars and Thirty-Three Cents) or one-third (1/3) of the Total Settlement Amount, whichever is greater, for attorneys' fees, and will apply for documented expenses, and Defendants will not oppose their requests. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded Class Counsel Fees and Expenses Payment, and Class Counsel beforehand will provide the Settlement Administrator with a completed Form W-9.
3. **To the LWDA.** The Parties will apply to the Superior Court for an LWDA Payment of \$88,125 (75% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement, of the likelihood that a PAGA representative action would be maintained and that liability under PAGA would be established, and of the amount of civil penalties the Superior Court would award even if a PAGA representative action were maintained and liability were found. If the Superior Court approves an LWDA Payment of less than \$88,125, the remainder will be retained in the Net Settlement Amount.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses

as approved by the Superior Court. It is projected that the Settlement Administrator's fees and expenses will not exceed \$13,000.

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

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

- a. Plaintiff will file a motion with the Superior Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class, setting a date for the Final Approval Hearing, and approving the Class Notice and the Notice of Estimated Settlement Share (the "Motion for Preliminary Approval"). No later than 5 days before that date, Plaintiff will file a first amended complaint (the "FAC") in the Action that redefines the claims against Defendants to be coextensive with the Settlement (*i.e.*, claims against Google will be brought only on behalf of the GCC Class Members and GCC PAGA Group Members and claims against Akorbi will be brought only on behalf of the Akorbi Class Members and Akorbi PAGA Group Members). Defendants will stipulate to the filing of the FAC and will not oppose the Motion for Preliminary Approval.
- b. Plaintiff will submit to the LWDA the Motion for Preliminary Approval and the Settlement when the motion is filed. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA.

- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear to support granting the motion, and submit any further information that the Court deems necessary.
  - d. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
- 2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet, which will include the Class Notice (completed to reflect the order granting preliminary approval of the Settlement) and the Notice of Estimated Settlement Share, as follows:
  - a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, Akorbi will provide to the Settlement Administrator the following information for each Akorbi Class Member and Google will provide to the Settlement Administrator the following information for each GCC Class Member: first and last name, last known address, last known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the “Class Member Information”). The Settlement Administrator will keep confidential the Class Member Information and not disclose it except as required to administer the Settlement. The Settlement Administrator will keep confidential the Class Member Information and will not disclose it to anyone, except in order to carry out the reasonable efforts described in this section III.E.2., or pursuant to Defendants’ express written authorization or by order of the Superior Court.
  - b. Within fifteen (15) days after receiving the Class Member Information from Defendants, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address (“NCOA”) database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member’s estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; and (v) send a Class Notice Packet to each Class Member. The Settlement Administrator will mail this information to all identified Class Members. In the event of returned or non-

deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.

- c. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Member Information and otherwise work with Defendants to find a more current address for the Class Member. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the re-mailing address for its own records and notify Class Counsel and Defendants' Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.
- d. Each week, the Settlement Administrator will provide to Class Counsel and Defendants' Counsel a report showing whether any Class Notice Packets have been returned and re-mailed and the receipt of any objections to the Settlement, opt-outs from the Settlement and/or disputes regarding the Class Member Information.
- e. In connection with the filing of the Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

- 3. **Objections to Settlement; Requests for Exclusion from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must submit an objection to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, within 45 days of remailing); provided, however, that Class Members who wish to object to the Class Representative Payment or the Class Counsel Fees and Expenses Payment may do so by the deadline for opposing a motion for an award of those payments. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Defendants' Counsel, who shall then promptly file all such objections with the Superior Court. Class Counsel and Defendants' Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packets (or, if applicable, no later than 14 days after the 45 days otherwise provided). The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement.
- b. **Requests for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a written Request for Exclusion letter, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, no later than 45 days after re-mailing). The Request for Exclusion is a letter prepared by the Class Member containing: (i) the Class Member's name, address, telephone number, and the last four digits of his or her Social Security number; (ii) a statement that the Class Member wishes to exclude himself or herself from the Settlement; and (iii) the Class Member's signature. If a question is raised about the authenticity of a Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Request for Exclusion will not

participate in or be bound by the Settlement and the Judgment, except that all PAGA Group Members will receive a portion of the PAGA Group Payment and will release the PAGA claims described in sections III.F.2. and III.F.3. regardless of whether they opt out. All Class Members who do not submit a valid Request for Exclusion in the manner and by the applicable deadline specified in this paragraph will automatically be bound by all terms and conditions of the Settlement, including its release of claims, if the Settlement is approved by the Superior Court, and by the Judgment.

- c. **Report.** Not later than ten (10) days after the deadline for submission of objections and opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs submitted by Class Members.
4. **Resolution of Disputes.** If a Class Member disputes the information shown on his or her Notice of Estimated Settlement Share, the Class Member must ask the Settlement Administrator to resolve the matter by returning the Notice of Estimated Settlement Share with the information that he or she contends is correct, and including any documentation the Class Member has to support his or her contention, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, no later than forty-five (45) days after remailing). In the event of such a dispute, Defendants will have the right to review their payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and Defendants, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable.
5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.
6. **Right of Google to Reject Settlement.** If five percent (5%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth five percent (5%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, Google will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it will be null and void. Google must exercise this right within fifteen (15) days after the Settlement Administrator notifies the Parties of the number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion. If Google exercises the right to rescind, it will be responsible

for the costs of administration of the Settlement incurred through that time. If Google does not exercise the right to rescind, Plaintiff will move for final approval of the Settlement, and move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which Google will not oppose.

7. **Additional Briefing and Final Approval.**

- a. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file with the Superior Court a Motion for Final Approval of the Settlement (“Motion for Final Approval”), the LWDA Payment, payment of the Settlement Administrator’s reasonable fees and expenses, and for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement, which Defendants will not oppose.
- b. Not later than five (5) days before the Final Approval Hearing, Plaintiff may file a reply in support of the Motion for Final Approval of the Settlement to the extent that any opposition to the motion is filed.
- c. If the Superior Court does not grant final approval of the Settlement, or if the Superior Court’s final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation to pay the Total Settlement Amount, except that Defendants will pay the Settlement Administrator’s reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiff maintains the right to appeal any such reduction.
- d. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

8. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, Google, Akorbi, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment

proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore 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 proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiff or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendants will have the right to void the Settlement, which the voiding Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.
10. **Timing of Settlement Payments.** Within five (5) days after the deadline for Class Members to elect not to participate in the Settlement, the Settlement Administrator will provide Defendants with wire transfer information. Within three (3) days after the settlement becomes Final, Google will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) days after the deadline for Google to transfer the Total Settlement Amount, the Settlement Administrator will pay to Class Members and PAGA Group Members the Settlement Shares; to Plaintiff, the Class Representative Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.
11. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any

Class Member's Settlement Share check is not cashed within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a Class Member fails to cash the check for his or her Settlement Share within one hundred and eighty (180) days after it is mailed to him or her, the Settlement Administrator will distribute the funds to First Place for Youth, the designated *cy pres* recipient.

**F. Release and Waiver of Claims.**

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final and is fully funded as set forth herein, Plaintiff releases any and all known and unknown claims against Google and any present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities (the "Released Parties"), and waives the protection of California Civil Code section 1542 ("Plaintiff's Released Claims").
2. **Class Members.** All Class Members (other than those Class Members who timely and validly elected not to participate in the Settlement) release any and all known and unknown claims as follows:

Akorbi Class Members' Released Claims. In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final and is fully funded, all Participating Akorbi Class Members (*i.e.*, all Akorbi Class Members who did not timely and validly elect not to participate in the Settlement) release any and all known and unknown claims against Defendants and the Released Parties that are asserted in the Complaint or arise out of or reasonably relate to the facts alleged in the Complaint that, during the Class Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the "Akorbi Class Members' Released Claims"). The Akorbi Class Members' Released Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.* and 2802; California Civil Code sections 1021.5, 3287 and 3288; California Business and Professions Code sections 17200-17208; and the Industrial

Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

GCC Class Members' Released Claims. In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final and is fully funded, all Participating GCC Class Members (*i.e.*, all GCC Class Members who did not timely and validly elect not to participate in the Settlement) release any and all known and unknown claims against Defendants and the Released Parties that are asserted in the Complaint or arise out of or reasonably relate to the facts alleged in the Complaint that, during the Class Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the "GCC Class Members' Released Claims"). The GCC Class Members' Released Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.* and 2802; California Civil Code sections 1021.5, 3287 and 3288; California Business and Professions Code sections 17200-17208; and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

3. **PAGA Claims.** The State of California and all PAGA Group Members release any and all claims under PAGA for civil penalties as follows:

Akorbi Released PAGA Claims. In consideration for their awarded portions of the PAGA Penalties Payment, as of the date the Settlement becomes Final and is fully funded, the State of California and all Akorbi PAGA Group Members release any and all claims under PAGA for civil penalties against Defendants and the Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the "Akorbi Released PAGA Claims"). The Akorbi Released PAGA Claims include

but are not limited to claims arising under California Labor Code sections 201-204, 206.5, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.* and 2802, and the Industrial Welfare Commission Wage Order. All Akorbi PAGA Group Members will release the Akorbi Released PAGA Claims and receive a pro rata share of the Akorbi PAGA Group Payment regardless of whether they elect not to participate in the Settlement.

GCC Released PAGA Claims. In consideration for their awarded portions of the PAGA Penalties Payment, as of the date the Settlement becomes Final and is fully funded, the State of California and all GCC PAGA Group Members release any and all claims under PAGA for civil penalties against Defendants and the Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the “GCC Released PAGA Claims”). The GCC Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-204, 206.5, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.* and 2802, and the Industrial Welfare Commission Wage Order. All GCC PAGA Group Members will release the GCC Released PAGA Claims and receive a pro rata share of the GCC PAGA Group Payment regardless of whether they elect not to participate in the Settlement.

4. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys’ fees and/or expenses in this Action, other than those specified in this Agreement.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or Class Members beyond those provided by this Agreement, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Confidentiality Preceding Preliminary Approval.** Plaintiff and her attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff’s attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the motion for preliminary approval of the Settlement, Plaintiff and her attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, Class Members, financial advisors, retained experts, and vendors related to settlement administration. Notwithstanding the foregoing, this section

does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, or their ability to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA. The Parties may also make public statements to the Superior Court as necessary to obtain preliminary or final approval of the Settlement.

**I. Miscellaneous Terms.**

1. **Plaintiff's Second Amended Complaint.** In the event that this Settlement is rendered null and void for any reason, the Parties agree that Plaintiff may file a Second Amended Complaint ("SAC") or other operative pleading as necessary in order to return the case to its pre-settlement position. Defendants will stipulate to the filing of the SAC or other necessary pleading.
2. **No Admission of Liability.**
  - a. Each Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, that the claims asserted in the Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by either Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
  - b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only, and if for any reason the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) either Defendant is liable to Plaintiff or the Class.
  - c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports

or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Google or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against Google or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
4. **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 all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **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.
7. **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.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this

Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

*To Plaintiff and the Class:*

MATERN LAW GROUP, PC  
Matthew J. Matern  
Joshua D. Boxer  
Sara B. Tosdal  
2101 E. El Segundo Blvd., Suite 403  
El Segundo, California 90245  
Telephone: (310) 531-1900  
Facsimile: (310) 531-1901  
mmatern@maternlawgroup.com  
jboxer@maternlawgroup.com  
stosdal@maternlawgroup.com

*To Google:*

PAUL HASTINGS LLP  
Leslie L. Abbott  
515 South Flower Street, 25<sup>th</sup> Floor  
Los Angeles, California 90071  
Telephone: (213) 683-6000  
Facsimile: (213) 996-3310  
leslieabbott@paulhastings.com

Brian A. Featherstun  
101 California Street, 48th Floor  
San Francisco, California 94111  
Telephone: (415) 856-7000  
Facsimile: (415) 856-7100  
bfeatherstun@paulhastings.com

*To Akorbi*

JACKSON LEWIS, PC  
Michael Thomas  
200 Spectrum Center Dr., Suite 500  
Orange County, California 92618  
michael.thomas@jacksonlewis.com  
Telephone: (949) 885-5240  
Facsimile: (949) 885-1380

Liam N. Gaarder-Feingold  
50 California Street, 9<sup>th</sup> Floor  
San Francisco, CA 94111  
Telephone: (415) 394-9400  
Facsimile: (415) 394-9401  
liam.gaarderfeingold@jacksonlewis.com

11. **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 signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
12. **Electronic Signatures.** Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page electronically, via facsimile or email. Electronic signatures have the

same force and effect as original signatures and shall be binding on the party transmitting the signature.

13. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Settlement and Agreement. The Court shall not have jurisdiction to modify the material terms of the Settlement without consent of the Parties.
14. **No Tax Advice.** Neither Class Counsel, Defendants' Counsel, Plaintiff, nor Defendants intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 04/22/25.

YU HEE STACY KIM

  
Yuhee Stacy Kim (Apr 22, 2025 18:57 PDT)

Dated: April 14, 2025

MATERN LAW GROUP, PC

By:   
Sara Tosdal  
Attorneys for Plaintiff Yu Hee Stacy Kim

Dated: \_\_\_\_\_

AKORBI WORKFORCE SOLUTIONS, LLC

By: \_\_\_\_\_  
Azam Mirza  
Authorized for Akorbi Workforce Solutions,  
LLC

same force and effect as original signatures and shall be binding on the party transmitting the signature.

13. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Settlement and Agreement. The Court shall not have jurisdiction to modify the material terms of the Settlement without consent of the Parties.
14. **No Tax Advice.** Neither Class Counsel, Defendants' Counsel, Plaintiff, nor Defendants intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_.

YU HEE STACY KIM

\_\_\_\_\_

Dated: \_\_\_\_\_

MATERN LAW GROUP, PC

By: \_\_\_\_\_

Sara Tosdal

Attorneys for Plaintiff Yu Hee Stacy Kim

Dated: 5/19/2025

AKORBI WORKFORCE SOLUTIONS, LLC

By: Mirza Azam

Azam Mirza

Authorized for Akorbi Workforce Solutions,  
LLC

Dated: 5/19/25

JACKSON LEWIS, P.C.

By: Michael D. Thomas  
Michael D. Thomas  
Attorneys for Akorbi Workforce Solutions, LLC

Dated: 4/14/2025

GOOGLE LLC

By: Michael Pfyl  
Michael Pfyl  
Authorized for Google LLC

Dated: April 14, 2025

PAUL HASTINGS, LLP

By: Leslie Abbott  
Leslie Abbott  
Authorized for Google LLC

# EXHIBIT A

## Exhibit A

### **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT** **AND FINAL APPROVAL HEARING**

**To:** All current and former non-exempt employees of Akorbi who worked for Akorbi in a non-exempt position in California at any time from August 8, 2018 through June 28 2024, and to all current and former non-exempt employees of Google who worked for Google in a non-exempt position in Google’s Children’s Centers (“GCC”) at any time from August 8, 2018 through June 28, 2024 (collectively, the “Class”).

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

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

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

//

## **Exhibit A**

### **1. WHAT IS THIS NOTICE ABOUT?**

A proposed settlement (the “Settlement”) has been reached between plaintiff Yu Hee Stacy Kim (“Plaintiff”) and defendants Akorbi Workforce Solutions, LLC (“Akorbi”) and Google LLC (“Google”) (collectively, “Defendants”), in the class action pending in the Court (the “Action”).

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

### **2. WHAT IS THIS LAWSUIT ABOUT?**

The Action, which is currently pending in the Superior Court of California, County of Santa Clara, is titled “*YU HEE STACY KIM, individually and on behalf of other persons similarly situated and aggrieved, Plaintiff, vs. AKORBI WORKFORCE SOLUTIONS, LLC, a Texas limited liability company; GOOGLE LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants*” (the “Action”), Case No. 22CV401795.

In this Action, Plaintiff alleges that Defendants failed to pay all minimum wages and overtime wages; provide meal and permit rest periods; reimburse necessary business expenses; furnish accurate itemized wage statements; timely pay all wages due during employment; and pay all wages due upon separation of employment.

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

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

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

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

## Exhibit A

### SUMMARY OF THE SETTLEMENT

#### 3. WHAT IS THIS LAWSUIT ABOUT?

The “**Class Period**” means the period of time from August 8, 2018 through June 28 2024. You are a “**Class Member**” included in the Settlement if you fall within the following definition:

All current and former non-exempt employees of Akorbi who worked for Akorbi in a non-exempt position in California during the Class Period; or

All current and former non-exempt employees of Google who worked for Google in a non-exempt position in Google’s Children’s Centers (the “GCC”) in California at any time during the Class Period.

The “**PAGA Period**” means the period of time from May 12, 2021 through June 28, 2024. Class Members who worked for Akorbi in a non-exempt position in California at any time during the PAGA Period or for Google in the GCC during the PAGA Period are also “**PAGA Group Members**.”

#### 4. WHAT WILL I RECEIVE FROM THE SETTLEMENT?

- a. Defendants will pay a total of \$2,350,000 as the Total Settlement Amount. The Total Settlement Amount will fund all payments to be made under the Settlement.
- b. The “Net Settlement Amount” is the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the LWDA Payment; (b) Plaintiff’s awarded Class Representative Payment; (c) Class Counsel’s awarded Class Counsel Fees and Expenses Payment; and (d) the employer payroll taxes applicable to the Wage Portions of Settlement Shares; and (e) the Settlement Administrator’s awarded Settlement Administrator Fees and Expenses Payment.
- c. The Class Member Payment portion of the Settlement Share shall be paid to each Class Member who does not timely opt out of the Settlement by timely submitting a valid Request for Exclusion. However, as described below, all Class Members who are also PAGA Group Members will receive the PAGA Group Payment portion of their Settlement Share regardless of whether they opt out of the Settlement.
- d. “Settlement Share” means the portion of the Net Settlement Amount that will be allocated to each Class Member under the Settlement. It includes the Class Member Payment and, if applicable, the pro rata share of the PAGA Group Payment.
- e. The Settlement Share for a Class Member will depend on the number of workweeks the Class Member worked in a position covered by the Settlement during the Class Period, the number of pay periods the Class Member worked in a position covered by the Settlement during the PAGA Period (if any), and the amounts awarded by the Court for the PAGA Civil Penalties and the payments to Plaintiff, Class Counsel, and the Settlement Administrator.

## Exhibit A

- f. The Settlement Administrator will calculate each Class Member's Settlement Share as follows:
- i. **PAGA Group Payments.** From the Total Settlement Amount, \$29,375 has been designated as the PAGA Group Payment. Each PAGA Group Member will receive a pro rata share of the PAGA Group Payment equal to the PAGA Group Payment multiplied by (i) the number of pay periods worked by the PAGA Group Member in a position covered by the Settlement during the PAGA Period ("Covered Pay Periods") and (ii) divided by the total number of Covered Pay Periods worked by all such PAGA Group Members. All PAGA Group Members, including those who opt out of the Settlement, will receive a pro rata share of the PAGA Group Payment and will be bound by the release of claims set forth in section 7(b) below.
  - ii. **Class Member Payments.** After deducting the PAGA Group Payment from the Net Settlement Amount, each Class Member who does not opt out of the Settlement will receive a payment equal to the remainder of the Net Settlement Amount (i) multiplied by the number of workweeks worked by the Class Member in a position covered by the Settlement during the Class Period ("Covered Workweeks") and (ii) divided by the total number of Covered Workweeks worked by all Class Members.
- g. An approximation of your Settlement Share appears on your Notice of Estimated Settlement Share accompanying this Notice. Your actual Settlement Share may be more or less once awarded. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
- h. The Wage Portion of your Class Member Payment will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue a W-2 form to you for the Wage Portion.
- i. The employer payroll taxes applicable to the Wage Portions of Settlement Shares will be paid by Google.

### 5. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *KIM V. GOOGLE* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT

## Exhibit A

CLASS, I WILL NOT RECEIVE THE CLASS MEMBER PAYMENT PORTION OF MY SETTLEMENT SHARE.”

In addition, the Request for Exclusion must include your signature.

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

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

The Court has appointed CPT Group, Inc. to act as an independent Settlement Administrator and to resolve any disputes concerning the calculation of Class Members’ Settlement Shares and their entitlement to Settlement Shares.

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

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

#### a. **Class Members.**

Akorbi Class Members’ Released Claims. All Participating Akorbi Class Members (*i.e.*, all Akorbi Class Members who did not timely and validly elect not to participate in the Settlement) release any and all known and unknown claims against Defendants and the Released Parties that are asserted in the Complaint or arise out of or reasonably relate to the facts alleged in the Complaint that, during the Class Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the “Akorbi Class Members’ Released Claims”). The Akorbi Class Members’ Released Claims include but are not limited to claims brought under California

## Exhibit A

Labor Code sections 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.* and 2802; California Civil Code sections 1021.5, 3287 and 3288; California Business and Professions Code sections 17200-17208; and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

GCC Class Members' Released Claims. All Participating GCC Class Members (*i.e.*, all GCC Class Members who did not timely and validly elect not to participate in the Settlement) release any and all known and unknown claims against Defendants and the Released Parties that are asserted in the Complaint or arise out of or reasonably relate to the facts alleged in the Complaint that, during the Class Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the "GCC Class Members' Released Claims"). The GCC Class Members' Released Claims include but are not limited to claims brought under California Labor Code sections 201-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.* and 2802; California Civil Code sections 1021.5, 3287 and 3288; California Business and Professions Code sections 17200-17208; and the Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory penalties, civil penalties, or other relief under the California Labor Code, including PAGA; relief from unfair competition under California Business and Professions Code section 17200 *et seq.*; attorneys' fees and costs; and interest.

**b. PAGA Group Members.**

Akorbi Released PAGA Claims. The State of California and all Akorbi PAGA Group Members release any and all claims under PAGA for civil penalties against Defendants and the Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the "Akorbi Released PAGA Claims"). The Akorbi Released PAGA Claims include but are not limited to claims arising under California Labor Code sections

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201-204, 206.5, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.* and 2802, and the Industrial Welfare Commission Wage Order. All Akorbi PAGA Group Members will release the Akorbi Released PAGA Claims and receive a pro rata share of the Akorbi PAGA Group Payment regardless of whether they elect not to participate in the Settlement.

**GCC Released PAGA Claims.** The State of California and all GCC PAGA Group Members release any and all claims under PAGA for civil penalties against Defendants and the Released Parties that arise out of or reasonably relate to the allegations in the notice submitted by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, Defendants failed to pay all wages due, including minimum wages and overtime wages; provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay; maintain required records; furnish accurate itemized wage statements; pay all wages timely during employment and upon termination; or reimburse necessary business expenses (the “GCC Released PAGA Claims”). The GCC Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 201-204, 206.5, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.* and 2802, and the Industrial Welfare Commission Wage Order. All GCC PAGA Group Members will release the GCC Released PAGA Claims and receive a pro rata share of the GCC PAGA Group Payment regardless of whether they elect not to participate in the Settlement.

- c. **Plaintiff and Class Counsel’s Support of the Settlement.** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

### 7. **COURT-APPROVED DEDUCTIONS FROM TOTAL SETTLEMENT AMOUNT.**

At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Total Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. **Class Representative Payment.** Plaintiff will seek approval from the Court for a payment of no more than \$7,500.00 in consideration of initiating and pursuing the Action on behalf of the other Class Members and undertaking the risk of liability for attorneys’ fees and expenses in the event he was unsuccessful in the prosecution

## Exhibit A

of the Action. A Class Representative Payment will be the only monies Plaintiff will receive other than Plaintiff's Settlement Share.

- b. **Class Counsel Fees and Expenses Payment.** Class Counsel will request that the Court award of up to 1/3 of the Total Settlement Amount, or \$783,333.33, as payment for their attorneys' fees, and documented expenses. Neither Defendant opposes these payments. These amounts constitute full and complete compensation for all legal fees, costs, and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees, costs or expenses out of their own pockets if the Settlement Agreement and the attorneys' fees and expenses payment is finally approved by the Court.
- c. **PAGA Payment to the LWDA.** Up to \$117,500.00 for PAGA Civil Penalties, allocated 75% (\$88,125.00) to the LWDA (the "LWDA Payment") and 25% (\$29,375.00) in Individual PAGA Payments to the PAGA Group Members based on their PAGA Period Pay Periods (the "PAGA Group Payment"). This amount is subject to the Court's approval.
- d. **Costs of Administration.** The reasonable costs of administering the Settlement, including the Settlement Administrator's fees and expenses, are estimated to be no more than \$13,000.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

### 8. WHAT ARE MY RIGHTS AS A CLASS MEMBER?

- a. **Participating in the Settlement.** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you opt out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Defendants and the other Released Parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
- b. **Notice of Estimated Settlement Share.** The enclosed Notice of Estimated Settlement Share provides the information based on which your Settlement Share will be calculated and an estimate of your Settlement Share if all Class Members participate and all payment amounts are awarded; your actual Settlement Share may be more or less. If the information in the Notice of Estimated Settlement Share (including your mailing address) is correct, you do not need to return the form. Any correction to the Notice of Estimated Settlement Share must be completed, signed

## Exhibit A

by you, and returned to the Settlement Administrator, **postmarked by not later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[45 days after remailing]**). It is your obligation to keep the Settlement Administrator informed of any changes to your mailing address until your Settlement Share is received, should final approval of the Settlement be granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

- c. **Excluding yourself from the Settlement.** If you do not wish to participate in the Settlement, you must mail a written “Request for Exclusion” letter (described above), **postmarked no later than [45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[45 days after remailing]**). Any person who timely and properly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be eligible to receive a Settlement Share, and will not be included in calculating the Class Member Payment portion of the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Defendants, except that all PAGA Group Members (defined above) will release the Released PAGA Claims described above and will receive the PAGA Group Payment portion of their Settlement Share regardless of whether they request to be excluded from the Settlement. An incomplete or unsigned Request for Exclusion will be deemed invalid.

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

- d. **Objecting to the Settlement.** If you do not submit a Request for Exclusion, you may object to the terms of the Settlement before final approval.

You may object to the proposed settlement in writing. You may also appear at the final approval at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. You may also appear remotely using the Microsoft Teams link for Department 7 (afternoon session). Instructions for appearing remotely are provided at [https://www.scsccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

All written objections, supporting papers, and/or notice of intent to appear at the final approval hearing must (a) clearly identify the case name and number (*Kim v. Akorbi Workforce Solutions, LLC & Google LLC*, Case No. 22CV401795); (b) be submitted to the Court either by mailing the objection to: Clerk of the Court,

## **Exhibit A**

Superior Court of California, County of Santa Clara, 191 N. 1<sup>st</sup> Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to counsel for the Parties identified in this notice (see section 10); and (d) be filed or postmarked on or before **[45 days after mailing of Class Notice]** (or, if your Class Notice was returned to the Settlement Administrator as undeliverable and re-mailed, postmarked no later than **[45 days after remailing]**).

If the Court overrules your objection, you will be bound by the terms of the Settlement and will still be sent your Settlement Share.

### **9. THE LAWYERS FOR THE PARTIES**

#### **CLASS COUNSEL**

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**DO NOT CALL THE COURT OR DEFENDANTS' COUNSEL.**

## Exhibit A

### 10. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2024, at [REDACTED] [a.m./p.m.], in Department 7 of the Superior Court of California, County of Santa Clara, 191 N. 1st Street San Jose, California 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payment and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **You do not need to appear at this hearing.** However, if you choose to object to the Settlement, you may appear at the hearing and be heard. The Court currently provides for videoconference appearances. Please check the Court's website for information on how to appear.

### 11. GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court in the Santa Clara County Superior Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at [www.scefiling.org](http://www.scefiling.org) or [www.scscourt.org](http://www.scscourt.org); or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

You may also check the Settlement Administrator's website at [www.\[REDACTED\]](http://www.[REDACTED]) that will have links to the Class Notice and other important documents in the case.

**PLEASE DO NOT CALL THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL CLASS COUNSEL (TELEPHONE NUMBER LISTED ABOVE) OR THE SETTLEMENT ADMINISTRATOR AT [INSERT NUMBER].**

## EXHIBIT B

## Exhibit B

### **NOTICE OF ESTIMATED SETTLEMENT SHARE**

*Yu Hee Stacy Kim v. Akorbi and Google*  
SANTA CLARA COUNTY SUPERIOR COURT CASE NO. 22CV401795

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

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

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

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City State Zip Code

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

According to Akorbi's and/or Google's records :

- (a) you worked [ ] workweeks for Akorbi and/or Google in a non-exempt position covered by he Settlement from August 8, 2018 through June 28 2024.
- (b) you worked [ ] pay periods for Akorbi and/or Google in a non-exempt position covered by the Settlement from May 12, 2021 through June 28 2024.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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