EXHIBIT 1

JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Joint Stipulation for Private Attorneys General Act Settlement Agreement and Release is made and entered into by and between Plaintiff Melissa Hawkins ("Plaintiff") on behalf of herself and on behalf of the State of California and all allegedly-aggrieved individuals, and Defendant Cielo, Inc. ("Defendant") (jointly, "the Parties"), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section II.A or elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on March 7, 2025, Plaintiff notified Defendant and the Labor and Workforce Development Agency ("LWDA") of Defendant's alleged violations under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*;

WHEREAS, on June 6, 2025, Plaintiff Melissa Hawkins commenced the Action by filing an individual and PAGA action Complaint asserting individual causes of action for: (1) Disability Discrimination; (2) Failure to Accommodate; (3) Failure to Engage in an Interactive Process; (4) Retaliation; (5) Failure to Provide Personnel Records; (6) Failure to Provide Records Pertaining to Employment; and (7) Failure to Reimburse Business Expenses; as well as a representative action for (8) Violations of the Labor Code Private Attorneys General Act of 2004 based on the following allegations:

1. Violation of Labor Code 2802, requiring employers to indemnify employees for all work-related expenditures, as [Defendant] does not indemnify its aggrieved employees for the work-related use of their personal cell phones and cell phone data plans;

WHEREAS Defendant removed the action to the United States District Court for the Northern District of California on July 28, 2025;

WHEREAS the Parties engaged in formal disclosures and informal data production consisting of an exchange of information, documents, and data, which enabled the Parties to thoroughly evaluate Plaintiff's claims, the PAGA claim, Defendant's defenses, and the likely outcomes, risks, and expense of pursuing litigation;

WHEREAS, the Parties attended private mediation on March 31, 2026, with Mark Peters, Esq., and were unable to reach a settlement;

WHEREAS, Mr. Peters continued to discuss settlement with the Parties and, through a mediator's proposal, was able to negotiate a settlement of all claims, including a specific allocation for the PAGA claim contained within that Mediator's proposal based on the Parties' and Mr. Peters' evaluation of the claim of the PAGA claim.

JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, a bona fide dispute exists as to whether any wages or penalties are due from Defendant to Plaintiff, to the LWDA, or to any of the Aggrieved Individuals;

WHEREAS, the Parties further agree that this Agreement, the fact of this Settlement, any terms of this Agreement, and any documents filed in connection with the Settlement shall not constitute, or be offered, received, claimed, construed, or deemed as an admission, finding, or evidence of: (i) any wrongdoing by any Released Parties; (ii) any violation of any statute or law by Released Parties; (iii) any liability on the claims or allegations in the Action on the part of any Released Parties; (iv) any waiver of Defendant's right to arbitration or the enforceability of any arbitration agreement; or (v) the propriety of pursuing representative relief under PAGA in the Action or any other civil or administrative proceeding; and this Agreement shall not be used by any person for any purpose whatsoever in any administrative or legal proceeding, including but not limited to arbitrations, other than a proceeding to enforce the terms of this Agreement;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the Plaintiff's PAGA claim in the Action, and have agreed to settle that claim upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "**Aggrieved Individuals**" are all current or former employees who worked for Cielo, Inc. in the State of California from March 7, 2024, to the date that the Court enters an order approving the settlement (the "PAGA Period").

2. "**Action**" means the case entitled *Hawkins, Melissa v. Cielo, Inc.* pending in the United States District Court in the Northern District of California, Case No. 3:25-cv-06311-VC.

3. "**Attorneys' Fees**" means such attorneys' fees as the Court may award to PAGA Counsel for the services they have rendered and will render to the Aggrieved Individuals in the Action related to the PAGA Claim, and for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action. It is understood that Plaintiff will not be seeking Attorneys' Fees related to the PAGA Claim.

4. "**Effective Date**" shall be the date the following have occurred: (i) the Court has entered an order approving the PAGA Settlement and (ii) the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Judgment approving the PAGA Settlement has expired with no appeal or other judicial review having been taken or sought. If the Court does not approve the PAGA Settlement then it shall be null and void and the Parties shall return to their

relative position in the above-identified actions as though no Settlement were reached.

5. "**Individual PAGA Payment**" means the portion of the Net Settlement Amount allocated to each Aggrieved Employee following distribution to the LWDA, as calculated pursuant to Section C(6) below. Individual PAGA Payments will be paid to Aggrieved Individuals in the form of a check and shall be allocated exclusively as penalties under Labor Code section 2699.

6. "**Net Settlement Amount**" is the amount remaining in the PAGA Settlement Fund once sixty-five percent (65%) of the PAGA Settlement Fund has been distributed to the LWDA.

7. "**PAGA Counsel**" means Hunter Pyle of Hunter Pyle Law, PC.

8. "**PAGA Letter**" means the notice Plaintiff provided to the LWDA on March 7, 2025, of her intent to file an action under California's Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA").

9. "**PAGA Period**" means the period from February 10, 2024, through the date of settlement approval by the Court.

10. "**PAGA Settlement Amount**" means the $13,640.00 that Defendant will pay in exchange for the release of "Released Claims" if the Court approves the PAGA Settlement and the Effective Date occurs. The PAGA Settlement Amount is inclusive of all Settlement Administration Expenses and payments to the LWDA and Aggrieved Individuals. The PAGA Settlement Amount shall be all-in with no reversion to Defendant, and Defendant shall not pay more than this amount for the PAGA Settlement.

11. "**PAGA Settlement Fund**" means the PAGA Settlement Amount minus all Settlement Administration Fees owed to the Settlement Administrator, as approved by the Court. Sixty-five percent (65%) of the PAGA Settlement Fund will be distributed to the LWDA and thirty-five percent (35%) will be distributed to Aggrieved Individuals as Individual PAGA Payments.

12. "**Released Claims**" means any and all claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* for violations of Labor Code section 2802, that arose during the PAGA Period, as asserted in the Action.

13. "**Settlement**" means the terms agreed to by the Parties and memorialized in this Settlement Agreement.

14. "**Settlement Agreement**" means this document, the Joint Stipulation for Private Attorneys General Act Settlement Agreement and Release.

15. "**Settlement Approval Order and Judgment**" means the settlement approval order and judgment that will be entered by the Court.

16. "**Settlement Administration Fees**" means the amount of fees and costs incurred by the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement, which is not anticipated to exceed Two Thousand, Eight Hundred and Ninety-Five Dollars and No Cents ($2,895.00).

17. "**Settlement Administrator**" means the third-party claims administration firm selected by the Parties and approved by the Court. The Parties have agreed to propose Phoenix as the Settlement Administrator for the Court's consideration and approval.

18. "**Settlement Notice**" means the form of notice that will be sent to each Aggrieved Employee accompanying their Individual PAGA Payments, which shall be substantially in the form attached hereto as **Exhibit B**.

19. "**Void Date**" means the 181st day after issuance of Individual PAGA Payment checks to Aggrieved Individuals, upon which the Individual PAGA Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Plaintiff acknowledges that Defendant denies all allegations and claims in the Action. Defendant has contended and continues to contend that the allegations in the Action have no merit. Defendant specifically denies all of the allegations in Plaintiff's PAGA Letter and complaint in the Action. This Settlement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the PAGA Settlement Amount of $13,640.00. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid from this PAGA Settlement Amount, as follows.

   a. Attorneys' Fees. Not applicable.

   b. Settlement Administration Fees. Costs incurred by the Settlement Administrator during administration will not exceed Two Thousand, Eight Hundred and Ninety-Five Dollars and No Cents ($2,895.00).

c. PAGA Settlement Fund. The PAGA Settlement Fund will consist of all monies that remain after all Settlement Administration Fees owed to the Settlement Administrator have been paid from the PAGA Settlement Amount. Sixty-five percent (65%) of the PAGA Settlement Fund will be paid to the LWDA. The remaining thirty-five percent (35%) of the PAGA Settlement Fund (the Net Settlement Amount) will be paid to all Aggrieved Individuals as Individual PAGA Payments pursuant to the calculation method set forth in section C(6) below.

3. Aggrieved Individuals' Release. Upon the Effective Date, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Individuals, releases Defendant from the Released Claims. It is the intent of the Parties that the Settlement Approval Order and Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Aggrieved Individuals regarding the Released Claims.

4. Individual Release by Plaintiff. Plaintiff will separately enter into a general release with Defendant that extinguishes any and all known and unknown individual claims, with a Civil Code section 1542 waiver, and which shall include provisions for non-disparagement, confidentiality and neutral job references. This Individual Release and any Payments provided for thereby will be conditioned on the Court approving the PAGA Settlement.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, PAGA Counsel will request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, PAGA Counsel will present this Settlement Agreement to the Court and will move the Court to issue a Settlement Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement. PAGA Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials as necessary. PAGA Counsel will provide drafts of the motion to Defendant's Counsel for review at least five business days before filing them. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. LWDA Notice. Pursuant to California Labor Code § 2699(*l*), PAGA Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for Settlement Approval, as well as all documents filed in support of the motion. PAGA Counsel will also file a declaration in support of the motion for Settlement Approval confirming that the Settlement has been submitted to the LWDA in compliance with Labor Code § 2699(*l*).

3. No Right of Aggrieved Individuals to Object or Opt-Out. The Parties agree there is no right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties will take reasonable steps to defend against any attempted intervention, objection/opt out or appeal filed with respect to the Final Order.

4. Judgment and Continued Jurisdiction. The Parties intend this agreement to be admissible and binding under Code of Civil Procedure section 664.4. After entry of the Settlement Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement.

5. Provision of Individual PAGA Payment Data to Settlement Administrator. Within thirty (30) days of the entry of the Settlement Approval Order and Judgment, Defendant will provide to the Settlement Administrator with each Aggrieved Employee's (a) name, (b) last known address, and (c) number of months worked during the PAGA Period (the "Individual PAGA Payment Data"). The Individual PAGA Payment Data shall be based on Defendant's payroll and available business records in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Aggrieved Individuals' addresses against those on file with the U.S. Postal Service's National Change of Address List; this check will be performed by the Settlement Administrator only once per Aggrieved Employee. The Individual PAGA Payment Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

6. Calculation of Individual PAGA Payments to Aggrieved Individuals. Within fifteen (15) days of the receipt of the Individual PAGA Payment Data, the Settlement Administrator shall calculate each Aggrieved Employee's Individual PAGA Payment amount. Individual PAGA Payments will be made pro rata based on the number of pay periods that each Aggrieved Employee worked during the PAGA Period, exclusive of leaves of absence. Individual PAGA Payments will be calculated as follows: [(individual's qualifying pay periods) / (all qualifying pay periods)] x [Net Settlement Amount]. Individual PAGA Payments will be paid to Aggrieved Individuals in the form of a check issued by the Settlement Administrator.

7. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law, and will not count as earnings by Aggrieved Individuals and will not be subject to local, state or federal tax withholdings.

8. Delivery of Funds to Settlement Administrator. Within ten (10) calendar days following the Effective Date, Defendant shall deposit the PAGA Settlement Amount in a Qualified Settlement Fund maintained by the Settlement Administrator.

9. Distribution of Funds. Within ten (10) calendar days after receipt of Defendant's payment to fund the Settlement as provided in this Settlement Agreement, the Settlement Administrator shall do the following:

   a. Issue a check payable to the LWDA for sixty-five percent (65%) of the PAGA Settlement Fund.

   b. Calculate Individual PAGA Payments to be made to each Aggrieved Employee from the Net Settlement Amount, pursuant to Section C(6) above.

   c. Mail each Individual PAGA Payment along with a Settlement Notice to each respective Aggrieved Employee's last-known address, as determined pursuant to Section C(5) above. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First-Class U.S. Mail to any forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Aggrieved Individuals shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds as a result of the failure to cash Individual PAGA Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the California State Controller's Office's Unclaimed Property Division to be held at unclaimed funds in the Aggrieved Employee's name.

10. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff and Aggrieved Individuals Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

11. Additional Court Filings: Dismissal. Plaintiff shall file a declaration from the Settlement Administrator within forty (40) days of the Effective Date confirming that the PAGA Settlement Amount has been distributed as described above. Assuming that all funds have been distributed, absent other directions from the Court, Plaintiff will file a request for dismissal with prejudice at the same time that she files that declaration.

D. Miscellaneous Provisions

12. No Effect on Employee Benefits. Amounts paid to Plaintiff and other Aggrieved Individuals pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

13. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any taxes and penalties assessed on the payments made to Plaintiff described herein. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser 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 Settlement Agreement.

14. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

16. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written

representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

17. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

18. Authorization to Enter into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Agreement will be fully enforceable and binding on all Parties, pending final approval of the Court, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21. California Law Governs. All terms of this Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

22. Execution in Counterparts. This Agreement is subject only to the execution of all Parties and final approval of the Court. However, the Settlement Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this agreement.

23. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel

and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

24. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

26. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiff and PAGA Counsel warrant and represent that there are no liens on the Agreement.

27. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

28. Publicity. The Parties agree that Plaintiff and PAGA Counsel will 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. PAGA Counsel will not communicate with other wage-and-hour plaintiffs' counsel about this settlement, nor utilize it in any way in marketing or advertising materials or website.

29. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and deemed given (i) on the third business day after mailing, if sent via United States registered or certified mail, return receipt requested, (ii) upon delivery by nationally recognized overnight courier with written delivery confirmation; or (iii) by facsimile or email, addressed as follows:

JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

To Plaintiff:	**To Defendant:**
Hunter Pyle Hunter Pyle Law, PC 505 14th Street, Suite 600 Oakland, California 94612 Telephone: (510) 444-4400 Facsimile: (510) 444-4410 Email: hunter@hunterpylelaw.com	Gabriel Rubin Jackson Lewis P.C. 50 California Street, 9th Floor San Francisco, CA 94111 Telephone: (415) 394-9400 Facsimile: (415) 394-9401 Email: Gabriel.Rubin@jacksonlewis.com

[Signatures follow on the next page]

JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

It is hereby agreed.

PLAINTIFF

Dated: 6/23/2026

Signed by:
Melissa Hawkins
8A6601191EE94BB...
Melissa Hawkins

DEFENDANT Cielo, Inc.

Dated: 06/24/2026

By: Diana R. Karabelas
Global General Counsel

Approved as to form:

HUNTER PYLE LAW, PC

Dated: 06/23/2026

Hunter Pyle
Attorneys for Plaintiff

Approved as to form:

JACKSON LEWIS, P.C.

Dated: 06/23/2026

Gabriel Rubin
Attorneys for Defendant

EXHIBIT A

Hunter Pyle Law PC

Hunter Pyle | Tanya Tambling | Katherine Fiester | Jake Darin | Andrea Núñez | Bradan Litzinger
505 14th Street, Suite 600, Oakland, CA 94612 tel 510 444 4400 fax 510 444 4410 inquire@hunterpylelaw.com hunterpyle.com

March 7, 2025

By Electronic Filing and Certified Mail (Return Receipt Requested) to:

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Marissa Geist, CEO
Cielo, Inc.
10100 W Innovation Drive, Suite 250
Wauwatosa, WI 53226

RE: Notice of Labor Law Violations, CA Labor Code § 2699.3(a)
Melissa Hawkins, et al., v. Cielo, Inc.

Dear Labor and Workforce Development Agency, Ms. Geist, and Mr. Landry:

We represent aggrieved employee Melissa Hawkins ("Plaintiff"), who was formerly employed by Cielo, Inc. ("Cielo") as a Brand and Digital Consultant in California. The purpose of this letter is to comply with the statutory exhaustion requirements under California Labor Code section 2699.3(a)(1). Below we set forth our facts and theories that give rise to the various wage and hour violations in this case.

Facts and Theories Supporting Employer's Violations of the Law

Cielo is a Wisconsin corporation. Its headquarters are located in Wauwatosa, Wisconsin. Cielo provides services and products for talent acquisition, consulting, executive search, and digital accelerators throughout California.

Cielo employed Plaintiff and other individuals in California as Brand and Digital Consultants, Senior Recruiters, Talent Acquisition Sources, and in other positions.

Individuals who are currently employed in any of these positions by Cielo in California, or who were so employed within the last year of the date of this letter, are referred to here as "aggrieved employees."

Cielo required Plaintiff and aggrieved employees to use their personal cell phones in direct consequence of the discharge of their duties, or in obedience to the directions of Cielo. Plaintiff and aggrieved employees were required to download the Outlook, Teams, MyFile, Zoom, SharePoint, and LinkedIn applications on their personal cell phones. Plaintiff and other aggrieved employees were required to use these applications multiple times per day to be in communication with clients, other employees, audit internet platforms, among other things, as a necessary part of their job. Cielo's IT department provided instructions to Plaintiff as to how to access her secure work profile on her mobile device.

Plaintiff and other aggrieved employees were also required to use their personal cell phones to communicate with supervisors, co-workers, and clients on a regular basis. Plaintiff was told by leadership that because they were global consulting, they must accommodate their clients, even if that meant that Plaintiff had to be available to answer clients during global hours.

Plaintiff also received text messages and phone calls on her personal cell phone from her supervisors, co-workers, and clients throughout her employment, discussing work-related matters. Plaintiff is informed and believes that other aggrieved employees also received text and SMS messages and phone calls on their personal cell phones from supervisors and co-workers on a regular basis.

Cielo knew that Plaintiff and other aggrieved employees were required to use their personal cell phones for business-related expenses. However, Cielo did not reimburse Plaintiff and other aggrieved employees in California for business-related expenses related to the use of their cell phones.

Based on these facts, Plaintiff is asserting PAGA claims on behalf of herself and all other aggrieved employees, as defined above, from February 10, 2024, to the present. Plaintiff seeks civil penalties under PAGA for the following Labor Code violations:

1. Violation of Labor Code 2802, requiring employers to indemnify employees for all work-related expenditures, as City Rise does not indemnify its aggrieved employees for the work-related use of their personal cell phones and cell phone data plans.

2. Violations of Labor Code sections 201 through 203, which require the timely payment of wages. Cielo has not timely paid those aggrieved employees who are no longer employed by Cielo, including Plaintiff, all wages owed and due after termination of employment.

Thank you in advance for your attention to this matter.

Very truly yours,

HUNTER PYLE LAW

Hunter Pyle

EXHIBIT B

EXHIBIT B

NOTICE OF PAGA SETTLEMENT
Melissa Hawkins v. Cielo, Inc.
(United States District Court in the Northern District of California, Case No. 25-cv-06311-VC)

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this Notice because of a lawsuit brought by Melissa Hawkins ("Plaintiff") against Cielo Inc. ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") based on alleged violations of California Labor Code section 2802.

Defendant denies any and all wrongdoing or liability, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves any and all claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* for violations of Labor Code section 2802 on behalf of all current and former employees who worked for Defendant in the State of California between February 10, 2024 and [the date of final approval by the Court] ("Aggrieved Individuals").

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed is your settlement check. The settlement check shall remain valid for one hundred eighty (180) days.

2026-06-23 Hawkins - Settlement PAGA HPL Signed

Final Audit Report 2026-06-24

Created:	2026-06-24
By:	Tia Santos (Tia.Santos@jacksonlewis.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARV7ubdVTOc7Fo9EKVVu_uncjTr64MLRI

"2026-06-23 Hawkins - Settlement PAGA HPL Signed" History

Document created by Tia Santos (Tia.Santos@jacksonlewis.com)
2026-06-24 - 11:36:00 PM GMT

Document emailed to diana.karabelas@cielotalent.com for signature
2026-06-24 - 11:37:41 PM GMT

Email viewed by diana.karabelas@cielotalent.com
2026-06-24 - 11:40:05 PM GMT

Signer diana.karabelas@cielotalent.com entered name at signing as Diana R. Karabelas
2026-06-24 - 11:40:47 PM GMT

Document e-signed by Diana R. Karabelas (diana.karabelas@cielotalent.com)
Signature Date: 2026-06-24 - 11:40:49 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-24 - 11:40:49 PM GMT