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Attorneys for Plaintiff Melissa Hawkins
and Other Aggrieved Individuals

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

MELISSA HAWKINS, on behalf of herself
and other Aggrieved Individuals,

Plaintiff,

vs.

CIELO, INC. a Wisconsin corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 3:25-cv-06311-VC

**DECLARATION OF HUNTER PYLE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Date: August 6, 2026
Time: 2:00 p.m.
Court: 3, 17th Floor, by Zoom
Judge: Hon. Vince Chhabria

1 I, Hunter Pyle, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California and the principal at
3 Hunter Pyle Law, PC in Oakland, California. I submit this declaration in support of Plaintiff Melissa
4 Hawkins' ("Plaintiff") Motion to Approve Settlement Pursuant to Private Attorneys General Act agreed
5 to by Plaintiff and Defendant Cielo, Inc. ("Defendant"). Plaintiff and Defendant are collectively
6 referred to herein as the "Parties."

7 2. My firm, Hunter Pyle Law, PC is counsel for Plaintiff in this matter. I have personal
8 knowledge of the facts set forth in this declaration and could and would testify competently to them.

9 3. Attached as **Exhibit 1** is the Joint Stipulation for PAGA Settlement Agreement and
10 Release ("Settlement Agreement") agreed to by Plaintiff, on behalf of other PAGA Aggrieved
11 Individuals and the State of California, and Defendant.

12 4. Attached as **Exhibit 2** is a true and correct copy of the PAGA Notice that Plaintiff filed
13 with the Labor and Workforce Development Agency ("LWDA") of Defendant's alleged violations of
14 the Private Attorneys General Act ("PAGA"), Labor Code section 2698, *et seq.* on March 7, 2025.

15 5. Attached as **Exhibit 3** is a true and correct copy of the bid provided by the settlement
16 administrator Phoenix Class Action Administration Solutions.

17 6. Attached as **Exhibit 4** is a true and correct copy of Defendant's policy allowing
18 employees to seek reimbursement of their business expenses.

19 **BACKGROUND AND EXPERIENCE**

20 7. In 1997, I received a J.D. from Boalt Hall School of Law at the University of California
21 at Berkeley.

22 8. As a law student, I clerked for Professor David Feller, one of the premier scholars in the
23 field of labor and employment law. I also worked as a law clerk at Eggleston, Siegel & Lewitter;
24 Beeson, Tayer & Bodine; and Davis, Cowell & Bowe. Each of these firms represents employees in the
25 labor and employment context.

26 9. I have been practicing law since December 1997. From December 1997 through October
27 2003, I was an associate at Siegel & Yee in Oakland, where I focused my practice mainly on
28 employment law. In that capacity, I was the primary attorney for numerous employment law cases that

1 resolved prior to trial, handling all aspects of these cases. Additionally, I served as second chair in
2 approximately ten trials.

3 10. In October 2003, I left Siegel & Yee and became a partner at Sundeen Salinas & Pyle. In
4 2017, I left Sundeen Salinas & Pyle and created Hunter Pyle Law. Since that time, most of my cases
5 have involved employment law, and many of them have involved wage and hour matters. Over the past
6 ten years, I have tried approximately fifteen cases to verdict.

7 11. I have been approved as Class Counsel in the following cases (among others), which
8 resolved favorably for the class members: *Jackson v. ACE* (Alameda County Superior Court case no.
9 RG05241698; settled for \$1.1 million); *Beasley, et al., v. Allied Cash Advance* (Alameda County
10 Superior Court case no. 07359698; settled for \$400,000); *Schakow v. Lerner New York, Inc., et al.*
11 (Contra Costa County case no. MSC08-01145; settled for \$850,000); *Brown, et al. v. George S. May*
12 *International Company* (Alameda County Superior Court case no. 08413991; settled for \$750,000);
13 *Miriam Aquino Ruelas, et al. v. Neilmed Products, Inc.* (Sonoma County Case No. SCV245231; settled
14 for approximately \$600,000); *Randolph et al. v. AT&T Wireless Services, Inc., et al.* (Alameda County
15 Superior Court case no. RG05193855; settled for approximately \$70 million); *Booker II, et al. v. Auto*
16 *Guardian, et al.* (Alameda Superior Court case No. RG11562117; settled for \$775,000); *Alonzo, et al. v.*
17 *First Transit, Inc.* (Los Angeles Superior Court case no. BC433932; settled for \$2 million); *Lopez, et al.*
18 *v. City of Montebello* (Los Angeles Superior Court case no. BC553076; settled for \$1 million); *Sadiq v.*
19 *Greatwide Dedicated Transport II, LLC* (Alameda County Superior Court case no. RG15789114; settled
20 for \$762,500); *Kostyuk v. Golden State Overnight Delivery Service, Inc.* (Alameda County Superior
21 Court case no. RG14727191; settled for \$1.25 million); *Newcomb, et al. v. J.B. Hunt Transport, Inc.*
22 (Alameda County Superior Court case no. RG16815734; settled for \$750,000); *Hooper v. URS Midwest,*
23 *Inc.,* (San Bernardino Superior Court Case No. CIV DS1607489; settled for approximately \$3 million);
24 *Brooks, et al. v. Chariot Transit, Inc.* (San Francisco Superior Court case no. CGC-16-554398; settled
25 for \$750,000); *Austin, et al. v. Foodliner, Inc.* (United States District Court, Northern District of
26 California case no. 4:16-cv-07185-HSG; settled for \$1.2 million); *Castro, et al. v. ABM Industries, Inc.,*
27 *et al.* (United States District Court, Northern District of California case no. 4:17-cv-03026-YGR; settled
28 for \$5,400,000); *Sales, et al. v. United Road Services, Inc., et al.* (United States District Court, Northern

District of California case no. 4:19-cv-08404-JST; settled for \$7,500,000); and *Langlands, et al. v. Leland Stanford Junior University* (Santa Clara County Superior Court case no.19CV343871; settled for \$6,000,000) *Roper v. Golden State Urgent Care Providers, et al.* (Santa Clara Super. Ct., No. 21CV386281; settled for \$250,000); *Guedon v. Neogreen Solutions Inc.* (Alameda Super. Ct., No. RG21102962, settled for \$650,000); and *Ambler v. LinkedIn Corporation* (Alameda Super. Ct., No. 23CV049040, settled for \$1,500,000).

12. Each of these cases, except for the Randolph case, was a wage and hour class action. (Randolph was a consumer class action.)

13. I have prevailed in numerous contested motions for class certification, including in the cases of *Castro, et al. v. ABM Industries, Inc., et al.* (United States District Court, Northern District of California case no. 4:17-cv-03026-YGR); *Ortega et al. v. JBA Trucking* (Los Angeles Superior Court case no. BC583827); and *Sales, et al. v. United Road Services, Inc., et al.* (United States District Court, Northern District of California case no. 19-cv-08404-JST).

14. In 2006, 2007, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 and 2017, I organized and/or presented at annual CLEs put on by the Alameda County Bar Association Labor and Employment Law Section regarding wage and hour law and class actions. The faculty for these CLEs has included the Honorable George C. Hernandez, Jr., the Honorable Ronald Sabraw, the Honorable Bonnie Sabraw, the Honorable Robert Freedman, the Honorable Steven Brick, the Honorable David Flinn, the Honorable Richard A. Kramer, Jenna Whitman, Walter Stemmler and Phillip Obbard.

15. I am a Lecturer at U.C. Berkeley Law School (formerly known as Boalt Hall). From 2014 to 2016, I, along with one other Lecturer, taught the employment law course to second and third year law students. The course materials included a survey of California wage and hour law. From 2017 to present I have taught an advanced seminar on California Wage and Hour Law.

16. I am the primary contributor to www.workersrightsblog.com. That blog covers recent developments in employment law, including wage and hour law. Additionally, I am a co-author of “Civil Penalties Under the California Private Attorneys General Act (PAGA),” *Employment Damages and Remedies* (CEB 2014). I have also served as the updating editor for the *Employee and Union Member Guide to Labor Law* (West), Chapter 2 (“Opposing Discriminatory Discharges”).

1 17. Almost every year from 2011 to present I have served on the faculty of the Stanford Law
2 School Trial Advocacy Workshop.

3 18. Almost every year from 2011 to present, I have been a panelist at annual seminars put on
4 by Bridgeport regarding California wage and hour law, including the Wage and Hour Litigation
5 Seminar.

6 19. I have made numerous other presentations regarding wage and hour law and class
7 actions. For example, in 2025 I have spoken on several panels regarding California's Private Attorneys
8 General Act. I have also spoken on separate panels discussing California wage and hour law.

9 20. I am a member of the California State Bar Labor and Employment Law Section. In
10 addition, I regularly serve as a volunteer attorney at the Workers' Rights Clinic put on by the Legal Aid
11 Society of San Francisco Employment Law Center. I am also a member or past member of the Alameda
12 County Bar Association Labor and Employment Section and Trial Practice Section.

13 **FACTUAL AND PROCEDURAL BACKGROUND**

14 21. Defendant is a Wisconsin-based global talent acquisition company that provides services
15 and products for talent acquisition, consulting, executive search, and digital accelerators throughout
16 California. Defendant employed Plaintiff and other Aggrieved Individuals in various positions in
17 California such as Brand and Digital Consultants, Senior Recruiters, and Talent Acquisition Sources.

18 22. Plaintiff began working for Defendant as an Analyst in Tech Consulting in June 2022.
19 During her employment, Defendant required Plaintiff to use her personal cell phone for work-related
20 purposes such as downloading applications for work and accessing email and essential work software.
21 Defendant terminated Plaintiff effective February 7, 2025.

22 23. On March 7, 2025, Plaintiff sent a claim notice letter to the LWDA, in compliance with
23 Labor Code section 2699.3. The LWDA assigned case number LWDA-CM-1084674-25 to Plaintiff's
24 PAGA notice. The LWDA did not respond to Plaintiff's PAGA notice. Nor did it indicate that it would
25 investigate the alleged violations.

26 24. On June 3, 2025, Plaintiff filed her initial complaint in the Alameda County Superior
27 Court alleging causes of action for: (1) Disability Discrimination; (2) Failure to Accommodate; (3)
28 Failure to Engage in the Interactive Process; (4) Retaliation; (5) Failure to Provide Personnel Records;

(6) Failure to Provide Records Pertaining to Employment; (7) Failure to Reimburse Business Expenses; and (8) Violations of The Private Attorneys General Act of 2004.

25. On July 28, 2025, Defendant removed this case to the Northern District Court of California. The Parties then exchanged Initial Disclosures pursuant to General Order 71.

26. On March 31, 2026, the Parties attended mediation with Mark C. Peters. The Parties were unable to resolve the case at mediation. However, in the weeks following the mediation the Parties were able to negotiate separate settlements for the PAGA and individual claims through a mediator's proposal.

27. Plaintiff will submit a copy of the Settlement Agreement to the LWDA at the time of this filing.

28. Defendant has represented that on January 1, 2026, Defendant started making a monthly Technology Reimbursement payment to its California-based employees in the amount of \$50 per month.

THE PROPOSED SETTLEMENT

29. The Settlement Agreement provides for a Total Settlement Payment of \$13,640.

30. The Settlement Agreement covers all "Aggrieved Individuals." Aggrieved Individuals are defined as "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").

31. Defendant has informed Plaintiff that its records indicate that there are a total of 47 employees who meet this definition. Those employees worked a total of approximately 1364 pay periods from February 10, 2024, through March 27, 2026. However, because of the nature of the violations at issue (failure to reimburse for monthly cell phone expenses), there were only potential violations in 682 of those pay periods.

32. Furthermore, on January 1, 2026, Defendant started making a monthly Technology Reimbursement payment to its California-based employees in the amount of \$50 per month. Therefore, the number of pay periods with violations was probably cut off as of December 31, 2025.

33. The Settlement Agreement therefore provides for at least \$20 per pay period in which there was an alleged PAGA violation.

1 34. The Total Settlement Payment of \$13,640 will fund all PAGA penalties and settlement
2 administration costs. The Settlement Administrator will be paid a fee of no more than \$2,895.00.

3 35. As noted above, Plaintiff does not seek any payment or attorneys' fees or litigation costs.
4 Thus, subject to the Court's approval, the PAGA Settlement Fund will be \$10,745.00 (\$13,640.00 minus
5 \$2,895.00).

6 36. The PAGA Settlement Fund will be split between the State of California and Aggrieved
7 Individuals, with sixty-five percent allocated to the State and thirty-five percent allocated to Aggrieved
8 Individuals. If the PAGA Settlement Fund is \$10,745.00, the distribution will result in \$6,984.25 being
9 paid to the LWDA and \$3,760.75 being paid to Aggrieved Individuals.

10 37. Each Aggrieved Individual will receive a share of the PAGA Fund based on the number
11 of pay periods worked during the PAGA Period.

12 38. The scope of the release in the Settlement Agreement is narrowly tailored to PAGA
13 claims for violations of California Labor Code section 2802 that arose during the PAGA Period:

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

17 **THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT**

18 39. The Settlement Agreement fulfills the objectives of PAGA, including ensuring
19 compliance with the Labor Code, deterring violations of California laws, and paying penalties to the
20 State of California and Aggrieved Individuals. Specifically, the Settlement Agreement requires
21 Defendant to pay penalties for the pay periods in which it allegedly violated Section 2802, while also
22 recognizing that Defendant has taken steps to improve its reimbursement policy before any substantive
23 rulings in this case.

24 40. The Settlement also represents an excellent compromise of highly disputed claims.

25 41. Furthermore, Plaintiff and her counsel have taken into account the maximum amount of
26 civil penalties that may be assessed under the law. They have also considered the risks of litigation and
27 the strengths of the claims. Plaintiff and her counsel are also aware of the burden of proof necessary to
28

1 establish liability, both generally and in response to Defendant's defenses, and the difficulties in
2 establishing that Defendant must pay civil penalties.

3 42. In light of the amount provided for by the Settlement Agreement and the risks and delays
4 entailed by litigating this matter through trial and additional appeals, Plaintiff's counsel fully endorse it
5 and urge the Court to approve it. The Settlement Agreement is fair and reasonable with respect to the
6 Aggrieved Individuals and the State. The monetary outcome and the changes in Defendant's conduct
7 equate to a fair outcome for all involved.

8 43. The Settlement Agreement is presumptively fair because: (1) it is the product of non-
9 collusive, arm's-length negotiations; (2) it was negotiated by counsel with extensive experience in
10 similar complex labor and employment matters; (3) it was agreed to after counsel engaged in
11 investigation, discovery, and legal research to evaluate the strength and value of the PAGA claim and
12 the risks of litigating that claim through trial; and (4) it was the result of a mediator's proposal.

13 44. During the negotiations—both during and after mediation—the Parties discussed all
14 aspects of the case, including the risks and delays of further litigation, the risks to the Parties of
15 proceeding with trial, the evolving law relating to representative PAGA actions, and the evidence
16 produced. Even though the case did not settle during mediation, Mediator Peters assisted the parties with
17 weighing the pros and cons of each argument, which helped the Parties ultimately reach an agreement.

18 45. Plaintiff's counsel have extensive experience in PAGA and class action employment
19 litigation and relied on this experience to achieve a fair result for Aggrieved Individuals and the State of
20 California. Plaintiff therefore respectfully submits that the Court should give considerable weight to the
21 competence, experience, and opinion of counsel in determining that the Settlement Agreement is the
22 product of hard-fought negotiations and entered into without collusion.

23 46. In determining whether to approve the Settlement Agreement, the Court may consider the
24 maximum PAGA penalties that may be sought and the anticipated defenses. As a preliminary matter, for
25 Plaintiff to prevail on her PAGA claim, she would have to prove the underlying Labor Code violations
26 and demonstrate that the other Aggrieved Individuals suffered the same violations.

27 47. Plaintiff alleges that Defendant failed to reimburse her and other Aggrieved Individuals
28 for business expenses in violation of Labor Code section 2802. This claim is based on the argument that

1 Defendant required Plaintiff and other Aggrieved Individuals to use their personal cell phones for work-
2 related purposes.

3 48. Defendant strongly opposes Plaintiff's PAGA claim, contending that it will fail for
4 several reasons. First, Defendant has a policy allowing employees to seek reimbursement of their
5 business expenses. Therefore, Defendant argues that determining whether it violated Section 2802 will
6 require individualized inquiries into the circumstances of each Aggrieved Individuals.

7 49. Defendant contends that it provides laptops to employees with which employees can
8 make calls.

9 50. Plaintiff will be limited to seeking the \$100 initial penalty under PAGA and will be
10 unable to recover the \$200 "subsequent violation" penalty given that Defendant has not been subject to
11 any prior judgment or order placing it on notice of any violation pertaining to Plaintiff's claims.

12 51. Defendant expanded its stipend program to additional California employees without
13 conceding liability or that any of those employees were legally entitled to participate and receive a
14 stipend.

15 52. To the extent Plaintiff prevailed on her claim for PAGA penalties, the Court may reduce
16 the amount of any award given that Defendant has indisputably made numerous meaningful and
17 substantive efforts to ensure that its reimbursement practices comply with California law. Indeed, PAGA
18 expressly allows a trial court to reduce the civil penalty amount if, "based on the facts and circumstances
19 of a particular case, to do otherwise would result in an award that is unjust, arbitrary or oppressive, or
20 confiscatory."

21 53. Defendant will likely argue that the Court should reduce any penalties assessed because
22 Defendant made efforts to comply with California law, including having a reimbursement policy and
23 expanding its stipend program on January 1, 2026 without conceding liability or that any of the affected
24 employees were legally entitled to participate and receive a stipend.

25 54. These arguments could lead to a substantial reduction in civil penalties, given the
26 discretion afforded to the Court. Accordingly, in light of these risks, the Settlement Agreement achieves
27 a positive result for the Aggrieved Individuals and the State of California.
28

1 55. Here, a well-informed settlement was achieved without the need for a resource-intensive
2 and time-consuming trial. Had the case not settled, long and difficult battles would have followed.

3 56. Even if Defendant's defenses failed, litigating a complex PAGA action is inherently
4 risky, and the likelihood of additional appellate litigation is high. There is a real possibility that Plaintiff
5 would have recovered nothing for the State of California and Aggrieved Individuals even after years of
6 litigation.

7 57. Given the defenses that Defendant would mount, along with the risk, expense, and delay
8 inherent in ongoing litigation that raises novel legal issues, achieving a reasonable amount of potential
9 relief without the need for trial favors settlement approval.

10 58. The penalties provided by the Settlement Agreement are well within the acceptable
11 range. Under the Settlement Agreement, Defendant must pay a PAGA Settlement Amount of \$13,640
12 which encompasses: (a) the amount allocated for penalties under PAGA; and (b) the amount allocated
13 for settlement administration by a third-party administrator.

14 59. Defendant had approximately 47 Aggrieved Individuals for approximately 682 pay
15 periods with violations (out of 1,364 total pay periods) during the PAGA Period. The PAGA Settlement
16 Amount of \$13,640 therefore results in a civil penalty of approximately \$20.00 per pay period.

17 60. The PAGA Settlement Fund is estimated to be \$10,745.00, of which \$6,984.25 will be
18 paid to the State of California. \$3,760.75 will be distributed to the Aggrieved Individuals based on each
19 individual's total number of bi-monthly pay periods in relation to the total number of bi-monthly pay
20 periods worked by all Aggrieved Individuals. The allocation plan thus fully complies with Labor Code
21 section 2699 and fairly distributes the penalties among Aggrieved Individuals.

22 61. Additionally, in the settlement context where there is a compromise of claims, it is
23 prudent to permit higher compromise of the PAGA penalties to permit Aggrieved Individuals to receive
24 the maximum value of the settlement in the form of wage reimbursement. Under these circumstances, a
25 significant reduction in PAGA penalties is warranted.

26 62. The Settlement also compares favorably to other PAGA settlements.

27 63. Plaintiff's counsel is highly experienced in complex representative and class action
28 employment litigation. In the view of Plaintiff's counsel, the Settlement Agreement serves the best

1 interests of Aggrieved Individuals and the State considering the risk, delay, and uncertainty of litigation,
2 which does not ensure monetary or non-monetary relief.

3 **THE COURT SHOULD APPROVE THE PROPOSED ADMINISTRATION COSTS**

4 64. Plaintiff solicited and received bids from five settlement administrators. Of those, the bid
5 of \$2,895.00 submitted by Phoenix Class Action Administration Solutions (“Phoenix”) was the least
6 expensive. Plaintiff therefore requests that the Court approve Phoenix as the settlement administrator in
7 this case as well as the amount requested for Phoenix’s services.

8 65. As set forth in the Settlement Agreement, the Settlement Administrator will disburse the
9 settlement checks to Aggrieved Individuals. The Settlement Administrator will be responsible for
10 calculating the amounts owed to each Aggrieved Individuals, mailing settlement notices, performing
11 necessary “skip traces” on notices returned as undeliverable, distributing the PAGA Fund in accordance
12 with the Court’s order, and preparing and mailing all settlement checks and IRS Forms 1099.

13 66. Should any settlement checks remain not cashed within 180 days of payment, pursuant to
14 the Settlement Agreement that residue will be paid to the California State Controller’s Office’s
15 Unclaimed Property Division in the names of the Aggrieved Individuals.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is
17 true and correct, and that this declaration was executed on June 26, 2026, in Oakland, California.

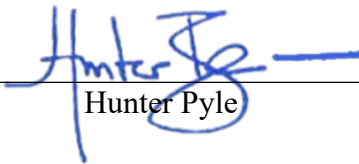
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EXHIBIT 1

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

**JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

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.

**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).

JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

- 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(I), 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(I).

**JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

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: $[(\text{individual's qualifying pay periods}) / (\text{all qualifying pay periods})] \times [\text{Net Settlement Amount}]$. 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.

**JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

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.

**JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

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

JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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

**JOINT STIPULATION FOR PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

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.

Dated: 6/23/2026

PLAINTIFF

Signed by:

Melissa Hawkins

Melissa Hawkins

DEFENDANT Cielo, Inc.

Dated: 06/24/2026

Diana R. Karabelas

By: Diana R. Karabelas
Global General Counsel

Approved as to form:

HUNTER PYLE LAW, PC

Dated: 06/23/2026

Hunter Pyle
Hunter Pyle
Attorneys for Plaintiff

Approved as to form:

JACKSON LEWIS, P.C.

Dated: 06/23/2026

Gabriel Rubin
Gabriel Rubin
Attorneys for Defendant

EXHIBIT A

HunterPyleLawPC

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

***Labor and Workforce Development Agency
Attn. PAGA Administrator***

***March 7, 2025
Page 2 of 3***

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.

***Labor and Workforce Development Agency
Attn. PAGA Administrator***

***March 7, 2025
Page 3 of 3***

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

EXHIBIT 2

HunterPyleLawPC

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

***Labor and Workforce Development Agency
Attn. PAGA Administrator***

March 7, 2025

Page 2 of 3

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.

*Labor and Workforce Development Agency
Attn. PAGA Administrator*

*March 7, 2025
Page 3 of 3*

Very truly yours,

HUNTER PYLE LAW

A handwritten signature in blue ink, appearing to read "Hunter Pyle", with a horizontal line extending to the right.

Hunter Pyle

EXHIBIT 3



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	65
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	65
Subtotal Admin Only	\$2,895.00

Not-to-Exceed Total \$2,895.00

For 65 Aggrieved Members

Pricing Good for Scope of Estimate Only

May 11, 2026

Case: TBD PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Daniel Brome

Firm: HunterPyle Law

Contact Number: 510.444.4400

Email: dbrome@hunterpylelaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 65 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one

spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$25.20	1	\$25.20
Call Center & Long Distance	\$2.00	7	\$13.00
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$588.20

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	1	\$125.00
Data Merge & Duplication Scrub	\$0.35	65	\$22.75
Notice and Check Packet	\$1.25	65	\$81.25
Estimated Postage (up to 1 oz.)*	\$0.79	65	\$51.35
Total			\$280.35

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	1	\$55.00
Skip Tracing Undeliverables	\$1.00	7	\$6.50
Remail Notice Packets	\$1.70	7	\$11.05
Estimated Postage	\$0.60	7	\$3.90
Programming Undeliverables	\$55.00	1	\$55.00
Total			\$131.45

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$125.00	1	\$125.00
Total			\$250.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$75.00	1	\$75.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Total			\$720.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$3.00	5	\$15.00
Case Associate	\$100.00	1	\$100.00
Reconcile Uncashed Checks	\$100.00	1	\$100.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$50.00	1	\$50.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$335.00	1	\$335.00
Total			\$925.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,895.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 4

Section 1 - Governing Principles of Employment

1-1 Introduction

Welcome to Cielo! We are thrilled that you are here to share your talents and grow with us. We are a culture of smart, exceptional people who care about each other and about our clients and bring energy and fun to delivering transformational results. We are proud of our people; of who they are and the great work that they do, and we are united in our commitment to surpassing expectations.

Our values are central to our culture. High Performing, Innovative, Trustworthy, Open Minded, Personal.... these values shape our behavior, influence our decisions, and help us to achieve our goals together. Together, we are boldly (and forever) changing the way the world views talent.

My hope is that you find working at Cielo to be challenging, inspiring, and rewarding. We work hard. We move fast. We deliver success. And we empower you to shape your career. Throughout your journey at Cielo, you will have an amazing network who will encourage you, support you and challenge you to be your best...and to bring your authentic self to work every day.

Be bold. Accept new challenges. And always strive to be better than yesterday. You're working with the best in the industry. And we know that when an organization has the very best talent, aligned with vision, strategy and culture, the sky is the limit!

Sue Marks
Founder & CEO

1-2 Equal Employment Opportunity

Cielo is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Cielo's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Cielo will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Cielo's business operations.

Any applicant or employee who needs an accommodation to perform the essential functions of the job should contact People & Culture to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Cielo then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. Cielo will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of Cielo's decision

regarding the request within a reasonable period. Cielo treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of their manager or People & Culture. Cielo will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact People & Culture. To ensure our workplace is free of barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including termination. All employees must cooperate with all investigations conducted pursuant to this policy.

1-3 Non-Harassment

It is Cielo's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, manager, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Cielo.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing Cielo. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when any one or all of the below occur:

9-10 School Visitation Leave

Parents and guardians having custody of schoolchildren from kindergarten through grade 12 are provided up to eight (8) hours per year of unpaid time off (not to exceed four (4) hours in any single day) to attend school conferences or classroom activities related to the child if the conference or classroom activities cannot be scheduled during non-work hours. Cielo may require proof that the employee attended school conferences or classroom activities related to the child. Employees first must exhaust all carryover Paid Time Off (PTO), then they may take unpaid time off for this purpose. However, employees will be given the opportunity to make up any lost work time. Seven (7) days' written notice (except in emergency situations when twenty-four (24) hours' notice is sufficient) must be given to the manager or manager before taking any time off for school children. Employees must consult with Cielo to schedule their leave so as not to unduly disrupt operations.

9-11 Business Expense Reimbursement

This policy establishes the procedures all employees must follow when they are required to incur business-related expenses on behalf of Cielo. **Please review the full policy in section 2-8 Travel & Entertainment.**

Employees are expected to use good judgment regarding all expenses incurred while conducting business for Cielo. Expenses must be reasonable in the circumstances, necessary and incidental to the performance of the business involved and for the primary benefit of Cielo rather than the employee.

Expense Reporting

Employees must properly substantiate all business expenses submitted for reimbursement in accordance with this policy.

Employees are responsible for properly substantiating all charges incurred on behalf of Cielo. All expense reports should be submitted in a timely manner, no later than thirty (30) calendar days from the date the expense was incurred. Expenses submitted more than thirty (30) calendar days after being incurred may be denied for reimbursement, at Cielo's discretion.

Employees are expected to submit original receipts or other supporting documentation for all business expenses incurred on behalf of Cielo in accordance with this policy. However, if a receipt or other supporting documentation is missing, lost or nonexistent, employees should contact the employee's manager to discuss whether reimbursement may still be available.

Reimbursement

There are limits on the types and amounts of expenses that will be reimbursed, as follows:

- Cielo will not reimburse employees for traffic tickets incurred while traveling on business and parking tickets incurred while traveling on business.
- Cielo will not reimburse employees for any expenses that are not required or that primarily benefit employees, rather than Cielo.
- Any other expenses that, in Cielo's discretion, are unreasonable, extravagant, or not business-related, will not be reimbursed by Cielo.

Expenses that violate any of the guidelines above will not be reimbursed unless the employee received approval from the employee's Manager, in writing, prior to incurring the expense. Cielo assumes no responsibility to reimburse employees for expenses that are not in compliance with this policy.