

1 Daniel Valles (SBN 269137)
2 Kayla M. Rathjen (SBN 330046)
3 **VALLES LAW, P.C**
4 1230 Rosecrans Avenue, Suite 300
5 Manhattan Beach, CA 90266
6 Telephone: (415) 234-0065
7 Facsimile: (510) 369-2075

8 Attorneys for Plaintiff
9 MATT SEIBERT, ON BEHALF OF HIMSELF,
10 AND ALL OTHERS SIMILARLY SITUATED

11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA

14 MATT SEIBERT, an individual, on behalf of
15 herself, and all others similarly situated,

16 Plaintiff,

17 vs.

18 SS&C TECHNOLOGIES, INC., a Delaware
19 corporation, INTRALINKS, INC., a Delaware
20 corporation, and DOES 1-50, inclusive,

21 Defendants.

Case No. CGC-22-602550

**DECLARATION OF DANIEL VALLES
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

DECLARATION OF DANIEL VALLES

I, Daniel Valles, declare as follows:

1. I am an attorney at law duly licensed to practice before all the courts of the States of California and Massachusetts as well as before the courts of the District of Columbia. I am a partner of Valles Law, P.C., the attorneys of record for Plaintiff Matt Seibert (“**Plaintiff**”) and the Class in the above-entitled case. Through my participation in this action, I have personal knowledge of the facts stated in this Declaration, and if called upon to do so, could and would competently testify thereto.

2. This declaration is submitted in support of Plaintiff's motion for preliminary approval of a class and PAGA action settlement in the above-captioned case.

3. I have been actively engaged in this litigation from its inception. I have diligently litigated this case and will continue to do so. I have engaged in discovery, attended mediation, and am of the opinion that the Settlement for the Court's consideration and on the terms set forth is fair, reasonable, and adequate and is in the best interests of the Class and Defendants SS&C Technologies, Inc. ("**SS&C**") and Intralinks, Inc. ("**Intralinks**") (collectively, the "**Defendants**") in light of all known circumstances and the expenses and risks inherent in litigation.

4. I became licensed to practice law in California on March 3, 2010. I became a member of the District of Columbia on November 4, 2011, and the Massachusetts Bar on June 21, 2010. I am a member in good standing of all three (3) bars with no disciplinary record.

5. I formed Valles Law in 2019, a law firm with its principal office in Manhattan Beach, California. Prior to forming Valles Law, I spent my career working for three (3) different law firms, Baker McKenzie, Nixon Peabody, LLP and Lewis Brisbois Bisgaard and Smith, LLP, with two (2) of the foregoing being international law firms.

6. During my time at those law firms, I handled with the defense of numerous employment law cases, including wage and hour class actions and single-plaintiff discrimination, harassment, and retaliation cases.

7. Overall, I have over fourteen (14) years of experience litigating employment law cases, including wage and hour class actions and single-plaintiff discrimination, harassment, and retaliation cases.

8. I have extensive experience handling complex employment litigation, including representative actions and class claims in both California State and Federal court. I have also handled numerous claims arising under California's wage/hour laws before the California Labor Commissioner and in the courts. I also advise employers how to handle employment-related disputes, including potential wage and hour violations.

9. Valles Law handles employment cases on a contingency basis. My firm is retained in this matter on a full contingent basis. Contingency work, such as this case, is risky because our firm is only paid if the case settles, or if our firm prevails at trial or arbitration. Although we try to do a good job in choosing our cases, sometimes, despite best efforts, we are not successful. Sometimes the evidence does not come in as anticipated, or there is surprise evidence, and the net result is that we lose, or settle for a lot less than anticipated. We sometimes devote hundreds of hours to plaintiffs' employment cases and are paid nothing. The risk increases if we advance costs, which we frequently do, because our clients have lost their jobs or are financially unable to advance or the pay the costs of litigation. In addition, the risk is generally higher in employment cases because of the number of depositions and law and motion typically involved in prosecuting these cases. The defense will usually file a motion for summary judgment. In addition, frequently, there will not be insurance.

The Subject Settlement

10. During the time prior to the filing of this action and after the settlement was reached, I, and other lawyers from our law firm, spent time meeting with our client and witnesses in this case and gathering evidence to use against Defendants. I personally spent time interviewing Plaintiff and class members to investigate and confirm that Defendants were not complying with California's wage laws. Plaintiff provided detailed information in support of the claims, including documents and witness information to support our investigation. I, and other lawyers from our law firm, reviewed relevant data, including the hundreds of pages of documents produced by Defendants. I personally considered and reviewed every page produced by Defendants, which took a substantial number of

1 hours. I conducted a detailed analysis of the records produced by Defendants to establish a violation
2 rate and damages model for the Class Period. I worked on every pleading, brief, and status report
3 filed with the Court and served upon opposing counsel in this case. I was involved in the analysis
4 and case evaluation, which led to the settlement. The final settlement was and is within the range of
5 recoveries that we anticipated based on the current state of the law, the fact Defendants aggressively
6 disputed liability, and Defendants' policies and practices.

7 11. I have performed a thorough study of California Wage and Employment Law and the
8 facts relating to the wage claims asserted by the Plaintiff in this case. I have concluded, based upon
9 my investigation and work in this case, and taking into account the sharply contested issues involved,
10 the expense and time necessary to pursue the action through trial, the risks and costs for the
11 prosecution of the case, the uncertainties of complex litigation, and the benefits to be received by
12 Plaintiff and the Class, that the settlement on a class wide basis with Defendants on the terms set forth
13 in the exhibits attached hereto, is fair, reasonable, adequate, and in the best interests of the settlement
14 class, including Plaintiff. The parties were well versed in the law and evidence in support of their
15 claims at the time of the mediation. In recommending the settlement, I was concerned that a
16 substantial verdict or judgment would have resulted in an appeal, thereby delaying and complicating
17 the final disposition in this case. Although Plaintiff and our law firm believed we would prevail on
18 the merits and at certification, Defendants' settlement offer represented an excellent opportunity to
19 provide a substantial recovery in the near future to a class, while eliminating any and all concerns
20 about uncertainty in the law and a possible change in California substantive law or procedural rules,
21 risk of not obtaining certification on any of the claims, risk of losing at summary judgment or on the
22 merits at trial, and risk of delays and losing on appeal.

23 12. Attached hereto as **Exhibit A** is a true and correct copy of the fully executed Class
24 Action and PAGA Settlement Agreement (the "**Settlement Agreement**"). Attached to Exhibit A also
25 as **Exhibit A** is a true and correct copy of the Notice of Proposed Class Action Settlement ("**Class**
26 **Notice**").

27 13. Under the terms of the Settlement Agreement, the parties have agreed that all class
28 action claims brought on behalf of the putative class members who worked as sales employees for

1 Defendant in the State of California at any time from October 21, 2018, through the date of
2 preliminary approval of the Settlement or, at Defendants' option, an earlier date pursuant to Section
3 X of the Settlement Agreement (the "**Class Period**"), shall be fully and finally resolved for a total
4 settlement amount of \$1,550,000.00 ("**Gross Settlement Amount**"). The GSA is in full satisfaction
5 of all Released Claims by the Commissioned Employees Class and California Employees Class, who
6 do not exclude themselves, as well as the California Aggrieved Employees and Commissioned
7 Aggrieved Employees arising from the action, which includes all Individual Settlement Payments to
8 Class Members, Individual PAGA Payments to California Aggrieved Employees and Commissioned
9 Aggrieved Employees, Attorneys' Fees and Costs to Class Counsel, the Class/PAGA Representative
10 Enhancement Payment to Plaintiff, the Labor and Workforce Development Agency ("**LWDA**")
11 Payment, and Settlement Administration Costs to the Settlement Administrator (note: for ease of
12 reference and to conserve space, all capitalized terms herein and in this declaration that are not
13 otherwise defined herein have the same meaning as they do in the attached Settlement Agreement).
14 In no event will Defendants be liable for more than the GSA excepted as stated in the Settlement
15 Agreement.

16 14. The GSA specifically includes the employee's portion of payroll taxes, but specifically
17 excludes the employer's portion of payroll taxes on all wage allocation, which shall be paid separately
18 by Defendants in addition to the GSA.

19 15. Of the GSA, One Hundred Fifty-Five Thousand Dollars and Zero Cents (\$155,000.00)
20 will constitute the PAGA settlement amount and be remitted in consideration for the resolution of the
21 aggrieved employees' claims arising under PAGA during the PAGA Period. Of PAGA settlement
22 amount, 75% (\$116,250.00) will be distributed to the LWDA as a PAGA payment with the remaining
23 25% (\$38,750.00) distributed to the California Aggrieved Employees and Commissioned Aggrieved
24 Employees with \$9,687.50 allocated to make Individual PAGA Payments to California Aggrieved
25 Employees and \$29,062.50 allocated to make Individual PAGA Payments to Commissioned
26 Aggrieved Employees.

27 16. From the GSA, the Settlement Agreement calls for the following deductions to be
28 made with the resulting number being a Net Settlement Amount of at least \$823,333.33 that will be

made available to approximate Class Members who do not opt out of the Settlement (“**Participating Class Members**”), as follows:

- \$516,666.67 to Class Counsel for attorneys’ fees;
- Up to \$15,000.00 to Class Counsel for litigation costs and expenses (any unused portion will be reincorporated into the NSA);
- \$15,000 total to Plaintiff as a Service Award for his time and effort as the Class Representative;
- Up to \$25,000.00 to the Settlement Administrator for settlement administration costs expenses (any unused portion will be reincorporated into the NSA); and
- \$155,000.00 (75% allocated to the LWDA as a PAGA payment [i.e., \$116,250.00] and 25% allocated to the Individual PAGA payments [i.e., \$38,750.00]).

17. Plaintiff’s primary claim in this case is that, during the relevant time periods, Defendants misclassified its inside sales account executives in the State of California as “exempt.” As a result of this misclassification, Plaintiff alleges that Defendants failed to pay him, as well as all similarly situated employees, all overtime wages and failed to provide meal and rest periods, failed to provide accurate wage statements, and failed to pay all final wages on termination, in violation of California law. Plaintiff also claims that Defendants failed to reimburse Plaintiff and all other California employees for the business use of their personal cell phones and home internet as well as for their necessary business supplies.

18. Before filing this lawsuit, I investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews with Plaintiff and research into the various legal issues involved in the case, namely, the current state of the law as it applied to various defenses, and wage and hour law as well as the unique issues relating to the Defendants’ business model of worker classification and assignment of duties. I also engaged in extensive factual investigation into the organization and operations of Defendants. I ultimately determined that Plaintiff’s claims were well suited for class action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

19. I have actively litigated the case since the filing of the complaint in October 2022. I

1 conducted investigations into the facts of the case; engaging in extensive informal discovery and
2 meeting and conferring with defense counsel; analyzing the data and records produced by Defendants
3 (including, but not limited to, the aggregate number of workweeks/pay periods, the average hourly
4 rate of employees, and the total number of employees for each of Plaintiff's proposed classes);
5 conducting an extensive review of hundreds of pages of documents provided by Plaintiff and
6 Defendants. I reviewed and analyzed extensive records, as well as policy documentation, and other
7 pertinent information. I scrutinized and analyzed the documents to determine Defendants' degree of
8 liability and amounts due in damages. From these documents and discussions with defense counsel,
9 I was able to determine, among other things, the total number of Class Members during the applicable
10 class period and the average rate of compensation for putative class members. This information
11 enabled me to run damage models based on the analyzed data in light of countervailing interpretations
12 of California law.

13 20. I also closely followed the case law relating to the claims in this action, as well as the
14 developing area of law under the Private Attorney General Act ("PAGA"). The instant case was thus
15 at the pivot of the uncertain, though crucial, issue of wage-and-hour law. Accordingly, I closely
16 followed the developing case law.

17 21. Defendant vigorously contested liability, the amount of claimed damages, and the
18 propriety of class certification.

19 22. Throughout the pendency of this case, defense counsel and I engaged in discussions
20 and correspondence regarding the above issues, among others, as well as the risks of further litigation
21 and certifiability more generally; and from these communications the parties agreed that this case was
22 conducive to mediation given the complexity of the legal and factual issues at play and the high level
23 of risk present for both sides.

24 23. The settlement is the product of serious, informed, non-collusive, arm's-length
25 negotiations that lasted several months. The parties participated in a day long private mediation
26 session on November 17, 2023, with David Rotman, Esq., a well-respected mediator with extensive
27 experience in California wage and hour class action litigation. During the mediation, the parties
28 exchanged further information and discussed all aspects of the case, including the risks and delays of

1 further litigation and the risks to both parties of proceeding with a motion for class certification, the
2 law relating to Defendant's defenses, the law relating to Plaintiff's claims, the evidence produced and
3 analyzed, and the possibility of appeals, among other things.

4 24. While the parties were unable to reach a resolution during mediation, the parties
5 continued to engage in settlement discussions thereafter and, with the further assistance of the
6 mediator, reached the terms of a settlement.

7 25. The parties have exchanged discovery regarding document and data production
8 sufficient for Plaintiff to adequately evaluate this case. I spent a significant number of hours
9 communicating with opposing counsel throughout the settlement discussions to negotiate the final
10 terms of settlement. The length and risks of trial and other normal perils of litigation, as well as
11 specific defenses regarding Plaintiff's claims were all weighed in reaching the proposed Settlement.
12 In addition, other affirmative defenses asserted by Defendants, class certification issues, the
13 difficulties of complex litigation, and the lengthy process of establishing specific damages and various
14 possible delays and appeals, were also all carefully considered by our office in agreeing to the
15 proposed Settlement.

16 26. As a result of settlement discussions during the mediation session, the parties agreed
17 that this case was well suited for settlement given the outstanding legal issues relating to Plaintiff's
18 principal claims, as well as the costs and risks to both sides that would attend further litigation. Thus,
19 with Mr. Rotman's assistance, the parties agreed, subject to Court approval, to enter into the
20 Settlement Agreement to resolve the claims in the above-entitled lawsuit. The proposed Settlement
21 of \$1,550,000.00 for the class members represents an excellent resolution of this case. I believe that
22 the proposed Settlement as a whole is fair, reasonable, and in the best interest of the Class Members.

23 **Plaintiff's Causes of Action**

24 27. With regard to the strength of Plaintiff's case in light of the settlement amount, the
25 lawsuit boils down to three central issues, first the misclassification of Defendants' California Sales
26 Employees as exempt rather than non-exempt, which resulted in various labor code violations. The
27 second issue is Defendant's failure to provide meal and rest breaks for Defendants' California Sales
28 Employees under Wage Order 4 regardless of classification. The third issue is Defendants' failure to

1 reimburse its California Employees for their work from home expenses in violation of California law,
2 including, but not limited to, their home internet expenses, the business use of their personal cell
3 phones, and the need for pens, paper, desk, chair, etc., to complete Defendants' necessary work.

4 28. Plaintiff's asserted claims were well grounded in the employment practices of
5 Defendants. Plaintiff contends that Defendants did not have any Code compliant policies or practices
6 regarding commissions, overtime, minimum wage, meal and rest breaks, and expense reimbursement
7 during the relevant time period.

8 29. Before discussing how Plaintiff valued the claims, a brief overview of the governing
9 law is in order. To begin with what is certain, under California law, an outside salesperson is narrowly
10 defined under the wage orders as an adult who customary and regularly works more than half the
11 working time away from the employer's place of business selling tangible or intangible items or
12 obtaining orders of contracts for products, services, or use of facilities. *Duran v. U.S. Bank National*
13 *Assn.* (2014) 59 Cal.4th 1, 26. Additionally, certain commissioned inside salespersons are exempt
14 from overtime pay, though not from minimum wage or meal periods and rest break requirements, if:
15 (1) total compensation exceeds 1.5 times the California minimum wage; and (2) at least 50% of total
16 pay comes from commissions. *Peabody v. Time Warner Cable, Inc.* (2014) 59 Cal.4th 662, 667; Cal.
17 Code Regs. tit. 8 § 11040(3)(D)

18 30. Plaintiff contended that because of the misclassification of the California sales
19 employees, Defendants had a policy and practice of not complying with the California Labor Code.
20 Plaintiff argued that California Sales Employees work from either their home office or Defendants'
21 offices. They do not customarily or regularly travel outside of or away from their home office or
22 Defendants' offices to make sales, much less spend more than half their working time away from
23 their home office or Defendants' offices. Quite the opposite, all sales activity is conducted via
24 telephone or other remote platform (e.g., Zoom, etc.) by the California Sales Employees from their
25 home office or Defendants' offices. And, Defendants paid their California sales employees less than
26 half their total compensation in commissions. In light of these facts, Plaintiff's Counsel argued that
27 Defendants faced substantial liability.

28 31. Defendants disagreed with Plaintiff's Counsel's interpretation of the above facts. In

1 particular, Defendants claimed that its California sales employees were properly classified as exempt
2 employees.

3 32. Plaintiff's Counsel disputed the legal merits of Defendants' position as well as
4 Defendants' factual contentions. I took Defendants' arguments into consideration.

5 33. The maximum exposure on this claim took into consideration Defendants' position
6 that the California sales employees might be properly classified under California law and the
7 difficulties in obtaining class certification. In light of these other considerations, I applied appropriate
8 discounts to the maximum exposure estimate for settlement purposes as further detailed below.

9 34. Plaintiff also contended that Defendants had a policy and practice of providing no
10 reimbursement to any of its California employees for their business use of their home internet, or any
11 other "work from home" expenses that they incur in the course and scope of their employment.

12 35. Defendants asserted Plaintiff and other similarly situated employees were reimbursed
13 for all necessary business expenditures. Defendant did not and does not believe it owes Plaintiff or
14 other California employees any unreimbursed business expenses.

15 36. Plaintiff further contended that Defendants failed to provide Defendants' California
16 Sales Employees with meal and rest periods as required by Wage Order 4, regardless of whether they
17 were classified as exempt or not.

18 37. Plaintiff specifically alleged that Defendants do not have a written, actively enforced
19 policy of providing meal and rest periods to Plaintiff and other similarly situated employees because
20 it categorizes and treats them as exempt employees. Plaintiff alleged that, regardless of the
21 classification of the Defendants' California inside sales employees (either exempt or non-exempt),
22 Defendants still must comply with California's meal break laws pursuant to Wage Order 4.
23 Additionally, because of the nature of their job, Plaintiff alleges that Plaintiff and other similarly
24 situated employees are regularly prevented from leaving their work location for their meal period or
25 taking an uninterrupted thirty (30) minute off duty lunch period before the end of their fifth hour of
26 work or a second uninterrupted thirty (30) minute off duty lunch period before the end of their tenth
27 hour of work as they often have to (i) attend to work related tasks during their meal periods that
28 interrupt their meal periods or are not relieved of all of their duties, (ii) take less than thirty (30)

1 minutes for their meal periods, (iii) take them after their fifth hour or tenth hour of work as
2 appropriate, or (v) stay on the premises for their meal periods. Neither Plaintiff nor any similarly
3 situated employees signed or executed any written agreement with Defendant to take “on-duty” meal
4 periods, nor do they sign any agreements waiving their statutory meal periods.

5 38. Defendants assert Plaintiff and other similarly situated employees were provided the
6 proper payment of all wages, and that Defendants’ policy of classifying its California sales employees
7 as exempt complies with California Law. Defendant further claimed that company policies and
8 practices provided for proper meal periods so if an employee took it late or failed to take a meal
9 period, it was their choice, and they waived the right to take either a timely meal or a meal period at
10 all.

11 39. As for rest breaks, Plaintiff alleged that rest breaks were not received, and that
12 Defendants did not have a policy in place where their employees would receive a rest break when
13 they worked a shift of 3.5 hours or more. Plaintiff alleged that, regardless of the classification of the
14 Defendants’ California inside sales employees (either exempt or non-exempt), Defendants still must
15 comply with California’s rest break laws pursuant to Wage Order 4. Plaintiff alleged that because of
16 the nature of the work performed by Plaintiff and other similarly situated employees prevent them
17 from taking their ten (10) minute rest breaks, and that Defendants also intentionally do not schedule
18 any breaks into Plaintiff and other similarly situated employees’ workday. Plaintiff alleged that
19 employees often work straight through their workday without a single rest break.

20 40. Defendants asserted Plaintiff and other similarly situated employees were provided the
21 proper payment of all wages, and that Defendants’ policy of classifying their California sales
22 employees as exempt complies with California Law. Defendants further claimed that company
23 policies and practices provided for proper rest breaks so if an employee took it late or failed to take a
24 rest break, it was their choice, and they had waived the right to take either a timely rest or a rest break
25 at all.

26 41. In light of the foregoing, I took into consideration, when assessing damages under the
27 California Labor Code, the chances of prevailing on the derivative causes of action, as well as the
28 additional hurdles of prevailing under the aforementioned claims, including recent case law, and

1 applied the appropriate discounts.

2 42. With respect to the overtime claim, Plaintiffs estimated, based on information
3 provided by Plaintiff and other putative class members, that California Sales Employees worked
4 approximately five (5) hours per week of overtime. The average regular rate of pay for the Intralinks
5 California Sales Employees is \$93.56 and there were approximately 2,850 workweeks for these
6 putative class members. Accordingly, according to Plaintiff's calculation, this results in unpaid
7 overtime wages for all Intralinks California Sales Employees during the Class Period of
8 approximately \$1,999,845 ([5 hours of overtime/each workweek] x [2,850 workweeks] x [1.5 x
9 \$93.56 hourly regular rate). Additionally, the average regular rate of pay for the SS&C California
10 Sales Employees is \$99.28 and there were approximately 293 workweeks for these putative class
11 members. And, according to Plaintiff's calculation, this results in unpaid overtime wages for all
12 SS&C California Sales Employees during the Class Period of approximately \$218,167.80 ([5 hours
13 of overtime/each workweek] x [293 workweeks] x [1.5 x \$99.28 hourly regular rate). Thus, according
14 to Plaintiff's calculation, there is approximately a potential total unpaid overtime of \$2,218,012.80.

15 43. However, given Defendants' defenses including their exemption arguments described
16 above, as well as Defendants' arguments that a class would not be certified because the individual
17 experiences of Class members would lead to individual inquiries regarding their duties, their hours
18 worked, and their individual experiences with respect to whether they qualified for any of the
19 exemptions, Plaintiff discounted this maximum amount by 40% for a risk of non-certification, and by
20 an additional 50% for a risk of losing on the merits, for a total projected exposure of \$665,403.84 for
21 California Sales Employees.

22 44. For Plaintiff's unpaid meal and rest break claim, Plaintiff estimated based on his data
23 analysis that Intralinks California Sales Employees worked approximately 14,250 days during the
24 Class Period that were eligible for a meal period violation (i.e., over 5 hours) as well as approximately
25 14,250 days eligible for at least one rest period (i.e., at least 3.5 hours) in California during the Class
26 Period, and that Intralinks California Sales Employees' average rate of pay was \$93.56. Thus, per
27 Cal. Labor Code § 226.7, Plaintiff estimates Defendants' total potential meal and rest period exposure
28 for Intralinks California Sales Employees as: $(14,250 \times \$93.56) + (14,250 \times \$93.56) = \$2,666,460$.

1 45. Plaintiff also estimated based on his data analysis that SS&C California Sales
2 Employees worked approximately 1,465 days during the Class Period that were eligible for a meal
3 period violation (i.e., over 5 hours) as well as approximately 1,465 days eligible for at least one rest
4 period (i.e., at least 3.5 hours) in California during the Class Period, and that SS&C California Sales
5 Employees' average rate of pay was \$99.28. Thus, per Cal. Labor Code § 226.7, Plaintiff estimates
6 Defendants' total potential meal and rest period exposure for SS&C California Sales Employees as:
7 $(1,465 \times \$99.28) + (1,465 \times \$99.28) = \$145,445.20$. Id.

8 46. In sum, according to Plaintiff's calculation, there is approximately a potential total
9 unpaid meal and rest breaks of \$2,811,905.20.

10 47. However, Defendants raised several defenses to these claims. Defendants contend that
11 California Sales Employees are exempt from meal and rest period laws, and regardless, they were not
12 closely supervised and are therefore free to take meal and rest periods as they see fit. Moreover,
13 Defendants argue there is no company policy that requires California Sales Employees to remain on
14 duty or on call at all times; rather, any missed meal or rest periods are the result of employee choice,
15 not Defendants; policies or practices. Defendants also argue that this claim would not be suitable for
16 class certification, as it would require individual inquiries into whether an individual employee missed
17 a meal or rest period on a particular shift, and if so, why the employee missed each break.
18 Accordingly, Plaintiffs discounted these maximum amounts by 50% for a risk of non-certification
19 and an additional 50% for a risk of losing on the merits, for a total projected exposure of \$702,976.30.

20 48. For Plaintiff's Wage Statement claim, during the Class Period, Defendants' records
21 show that they employed approximately forty-nine (49) California Sales Employees. Counting the
22 number of pay periods for each California Sales Employee (but counting no more than 40 per person
23 to account for the \$4,000 per employee maximum penalty under Labor Code § 226(e)), there were
24 approximately 1,010 wage statements during the Class Period that Plaintiff alleges were defective
25 and could potentially result in penalties of \$98,550. $(\$50 \times 49 \text{ Intralinks non-exempt employees [first}$
26 $\text{alleged violation penalty for first 49 wage statements]}) + (\$100 \times 961 \text{ subsequent wage statements}$
27 $\text{[second alleged violation penalties]})$.

28 49. However, Defendants presented several defenses to this claim, including its argument

1 that no violations occurred, and that any alleged violations were not “knowing and intentional” as
2 required by Cal. Labor Code § 226(e). Defendants further argue that these derivative claims would
3 fail for the same reasons Plaintiffs’ underlying claims would fail, both as to the merits and as to class
4 certification. Accordingly, Plaintiff discounted these maximum amounts by 50% for a risk of non-
5 certification and an additional 50% for a risk of losing on the merits, for a total projected exposure of
6 \$24,637.50.

7 50. For Plaintiff’s Waiting Time Penalty claim, Defendants’ records reflected
8 approximately 107 former California Sales Employees who separated their employment within three
9 years preceding the filing of Plaintiff’s Complaint. Based on an hourly rate of pay of \$47.03 for the
10 former employees, and an average workday of 8 hours, Plaintiffs estimated the average waiting time
11 penalty per former employee to be \$11,287.20 (8 hrs x \$47.03 x 30 days). *Id.* Therefore, Plaintiff
12 estimated Defendant’s potential California waiting time penalty exposure as follows: 107 former
13 employees times \$11,287.20 = \$1,207,730.40.

14 51. However, Defendants presented several defenses to this claim, most notably its
15 assertion that because it possessed good-faith defenses to the underlying claims, any failure to pay
16 wages was not “willful” as a matter of law, as there exists a bona fide dispute over whether wages are
17 due. Moreover, Defendants contend that, particularly given their good-faith defenses, the waiting
18 time penalties sought are unconstitutional, as they would be disproportionate to the amount of unpaid
19 wages. *See U.S. v. Citrin*, 972 F.2d 1044, 1051 (9th Cir.1992) (“the penalty prescribed is so severe
20 and oppressive as to be wholly disproportioned to the offense and obviously unreasonable.”) (internal
21 quotations omitted). Defendants further contend that Plaintiffs’ claims for these derivative penalties
22 would fail for the same reasons as their underlying claims would fail, both on the merits and with
23 respect to class certification. Accordingly, Plaintiff discounted these maximum amounts by 45% for
24 risk of non-certification, and by an additional 65% for risk of losing on the merits or not recovering
25 the maximal penalty, to arrive at a projected exposure of \$232,488.10.

26 52. For Plaintiff’s unreimbursed business expense claim, Plaintiff estimated, based on
27 information provided by Plaintiff and other putative class members, that California Employees were
28 not reimbursed for their business usage of their personal cell phone bills, home internet and office

1 supplies. Plaintiff estimates that the average cell phone bill for each employee that should have been
2 reimbursed was \$50 each month, average home internet bill for each employee that should have been
3 reimbursed was \$20 each month, and each employee should have been reimbursed approximately
4 \$20 each month for office supplies. This would result in a monthly reimbursement for California
5 Employees of approximately \$90 per month.

6 53. Defendants' records reflected that they employed approximately 248 California
7 Employees during the Class Period who worked approximately 6,810.6 months during the Class
8 Period. Based on a monthly reimbursement of \$90.00 for each employee, Plaintiff estimated
9 Defendant's potential liability at \$612,954.00 (\$90.00 x 6810.6 months).

10 54. However, Defendants presented several defenses to this claim, most notably its
11 assertion that because it properly reimbursed all California Employees for their business expenses.
12 Accordingly, Plaintiff discounted these maximum amounts by 25% for risk of non-certification, and
13 by an additional 40% for risk of losing on the merits or not recovering the maximal penalty, to arrive
14 at a projected exposure of \$275,829.30.

15 55. The Labor Code Private Attorneys General Act, Labor Code §2699 et seq., allows
16 plaintiffs to obtain civil penalties on behalf of themselves and other Class Members for Defendants'
17 violation of any provision of the Labor Code enumerated under Labor Code §2699.5. Where civil
18 penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are
19 recoverable, Labor Code §2699(f) establishes civil penalties of one (\$100) for each aggrieved
20 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
21 employee per pay period for each subsequent violation. Pursuant to Labor Code §2699(i), seventy-
22 five (75) percent of the penalties recovered must be allocated to the Labor and Workforce
23 Development Agency ("LWDA"), with the remaining twenty-five (25) percent allocated to the
24 affected employees. The limitations period as for all penalties is limited to one year prior to the filing
25 of the complaint.

26 56. The provisions of the Labor Code potentially triggering PAGA penalties in this case
27 include but are not limited to Labor Code sections §§201, 202, 203, 204, 210, 218.5, 221, 226, 226(c),
28 226.7, 246, 246.5, 248.5, 300, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2,

1 1197, 1197.1, 1198, 1198.5, 2751, 2800, and 2802.

2 57. Plaintiff, in addition to the class claims, also sought to recover PAGA penalties on
3 behalf of himself and other aggrieved employees for Defendants' violations of the Labor Code.
4 PAGA penalties are subject to a one-year statute of limitations. Cal. Civ. Proc. Code §340; *Amaral*
5 *v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1199.

6 58. Plaintiff estimated a total potential PAGA exposure of \$3,031,750, calculated from 26
7 pay periods during the relevant time period (i.e., for one year prior to the filing of the lawsuit) for
8 each alleged violation of the California Labor Code as alleged in Plaintiff's SAC.

9 59. Defendants asserted that regardless of the results of the other claims PAGA penalties
10 are not mandatory but permissive. Defendants maintained that in addition to its strong arguments
11 against the underlying claims it had a strong argument that, given the current unsettled state of law,
12 it would be unjust to award maximum PAGA penalties.

13 60. Under PAGA, Defendants argued that, if it is subject to a penalty (which it contends
14 it is not), then it is subject to only the initial civil penalty which, pursuant to Labor Code section
15 2699(f)(2), is calculated by multiplying the total number of wage payments made by \$100.00. *See*
16 *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 (holding that until an employer is
17 cited or informed that employer has violated the Labor Code, only the "initial" penalty rate applies).

18 61. Moreover, the PAGA specifically grants courts the power to reduce PAGA penalties
19 in the court's discretion. *See* Cal. Labor Code § 2699(e)(2); *see also Fleming v. Covidien, Inc.*, 2011
20 WL 7563047, *4 (C.D. Cal. 2011), (reducing PAGA penalties from \$2.8 million to \$500,000);
21 *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (affirming reduction
22 of maximum PAGA penalties); *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
23 (90% reduction).

24 62. Accordingly, I discounted this maximum amount by 50% for the risk of losing on the
25 merits, and an additional 80% for risk of the Court reducing the awarded penalties, for a projected
26 exposure of \$303,175.

27 63. I calculated the foregoing damages under this cause of action by multiplying the
28 number of active Class Members (because of the shorted statutory period for this claim), by the civil

1 penalties that each could be awarded for the Labor Code sections enumerated under Labor Code
2 §2699.5 that were applicable in this case, and then applied discounts (as discussed above) in light of
3 the countervailing arguments with regard to the other causes of action, and moreover the Court's
4 power to award "a lesser amount than the maximum civil liability." Additionally, as verified by
5 discovery, Defendants paid bi-monthly, which resulted in a lower exposure to Defendants on PAGA
6 claims than if they had compensated workers on a weekly basis, which we took into account. Also,
7 we did not stack multiple Labor Code violations alleged in the Complaint for this calculation and did
8 not stack claims that are either duplicative or derivative of the class claims. Finally, we considered
9 that the total amount of penalties for which the Defendant would potentially be found liable at trial
10 could be less than the maximum civil penalty based on allocating risk factors.

11 64. Here, the extent of discovery concerning the PAGA claim was sufficient to enable me
12 to evaluate the strength and value of the claim for purposes of Settlement. My investigation was
13 sufficient to (1) tabulate with the total number of potential Labor Code violations at issue during the
14 PAGA period, (2) identify the total number of individuals falling within the definition of "Aggrieved
15 Employee" for the PAGA period, and (3) determine and evaluate Defendants' affirmative defenses
16 in this action. Based on my experience litigating wage and hour claims, such investigation was
17 sufficient to determine the potential value of the PAGA claim, and to evaluate the strength of this
18 claim for purposes of Settlement.

19 65. The proposed Settlement is the product of extensive and on-going arms-length
20 negotiations between the Parties. The Parties attended mediation before David Rotman, Esq., a well-
21 regarded and experienced mediator. The mediation process was hard fought. While the Parties were
22 unable to reach a settlement at mediation, the parties worked with Mr. Rotman for a substantial
23 amount of time after the mediation. Eventually, the Settlement Agreement that is the subject of this
24 Motion was finally agreed upon, and then subsequently executed after extensive further negotiations.

25 66. The Parties have agreed to allocate from the \$1,550,000.00 Class Action Settlement
26 \$155,000 to the award of penalties under PAGA. Pursuant to Labor Code section 2699(i): "Civil
27 penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor
28 and Workforce Development Agency for enforcement of labor laws and education of employers and

1 employees about their rights and responsibilities under this code, to be continuously appropriated to
2 supplement and not supplant the funding to the agency for those purposes; and 25 percent to the
3 aggrieved employees.” Consequently, of this \$155,000.00, \$116,250 (75%) will be made payable to
4 the LWDA and the balance, \$38,750 (25%) will be paid to all eligible current and former workers of
5 Defendants, which is further broken down above in Paragraph 15.

6 67. Defendants have agreed to provide payment to each of these individuals in accordance
7 with the Settlement Agreement attached hereto as Exhibit A.

8 68. The relative strength of the PAGA claim brought by Plaintiff weighs in favor of the
9 Court finding that the Settlement is fair, adequate, and reasonable, as Defendants maintained defenses
10 to the theory of penalty-liability put forward by Plaintiff which, if successful, had the potential to
11 substantially reduce or eliminate recovery. Defendants maintained that it properly and correctly
12 classified its California sales employees as exempt.

13 69. Defendants maintained that even if the Court did award penalties, the forgoing
14 circumstances would cause the Court to substantially reduce the penalties awarded based on the
15 discretionary factors contained in Cal. Lab. Code § 2699(e)(2) (“In action by an aggrieved employee
16 ..., a court may award a lesser amount than the maximum civil penalty amount specified by this part
17 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
18 award that is unjust, arbitrary and oppressive, or confiscatory”). In wage and hour class actions,
19 Defendants contend that the maximum civil penalty should not be awarded because the statutory
20 penalties overlap the civil penalties and thus would be providing a double recovery for the same
21 violation, and this would amount to an award that was unjust and arbitrary.

22 70. Approval of the proposed Settlement is appropriate in light of the risk, expense, and
23 complexity of further litigation. As discussed above, the proposed Settlement takes into consideration
24 the specific factual and legal hurdles faced by the Plaintiff in establishing Defendants’ penalty-
25 liability in this case, which again, may have resulted in a net-zero recovery. These risks – when
26 balanced with the fact that the Settlement achieved a reasonable recovery, and that further litigation
27 posed a risk of diminishing such recovery by increasing litigation expenses – weigh strongly in favor
28 of Settlement approval. The Parties agreed that to maximize the recovery for the class members was

1 a noteworthy objective in the Settlement. In this case, class members actually lost money and suffered
2 actual damages. Therefore, compensating the class members was of paramount importance.
3 Therefore, in order to maximize the class members' recovery, less money would have to go to LWDA
4 for the PAGA penalties. The Parties agreed that under these circumstances, allocating \$155,000.00
5 for PAGA was fair and reasonable in light of the harm allegedly realized by the class members.

6 71. In my opinion, the number of penalties negotiated under the terms of the Settlement
7 reached by the Parties is fair and represents a good recovery for the State of California and the
8 Aggrieved Employees. I believe that continued litigation of this case may have produced better
9 results, if any, at the cost of significant litigation expenses for all Parties.

10 72. The Parties seek Court approval, therefore, for the PAGA penalties to be distributed
11 as noted herein.

12 73. Pursuant to California Labor Code 2699(1), the Settlement Agreement has been
13 provided to the LWDA.

14 74. The foregoing discussion has sought to explain how the settlement amount is adequate
15 in light of the merits of the case by explaining the legal basis for each of Plaintiff's causes of action,
16 summarizing the evidence that our office gathered in support of those causes of action, and evaluating
17 Defendants' legal and factual arguments against those causes of action. The conclusion to be drawn
18 from the foregoing analysis is that neither liability nor damages was clear-cut, which is why the parties
19 elected to settle this matter. I had to apply appropriate discounts in light of the real defenses in this
20 case because they posed real risks to being able to recover anything. Thus, this settlement, like most
21 others, was the product of compromise.

22 75. In sum, the settlement amount is fair and reasonable in light of the strengths and
23 weaknesses of Plaintiff's case. Using these estimated figures outlined in detail above, Plaintiff
24 estimates that the total realistic recovery, would be approximately \$2,204,510.04. Thus, the proposed
25 settlement amount of \$1,550,000 represents approximately 70% of reasonably recoverable potential
26 damages.

27 **Risk, Expense and Likely Duration of Further Litigation**

28 76. Further litigation of this case posed real risks for a number of reasons. First, there

1 were the risks of unfavorable rulings on the merits of the various indeterminate legal issues outlined
2 in the previous section. In that section it was observed that almost every cause of action was subject
3 to some unique indeterminacy of its own.

4 77. Through the settlement process, Plaintiff's counsel took into consideration the benefit
5 to Class Members to receive a real monetary benefit at this time.

6 78. Finally, it is usually preferable to reach an early resolution of a dispute because, in
7 addition to what has already been said, such resolutions save time and money that would otherwise
8 go to litigation. Most cases settle sooner or later. If this case ended up settling after further litigation,
9 the settlement amount would have taken into account the additional costs incurred, and there might
10 have been less money available for Class Members after all was said and done. This is not just an
11 abstract contention. The parties were moving into the phase of this litigation where, assuming the
12 parties proceeding the certification motion hearing, they would have had to depose a large number of
13 people such as employees and customers in order to confirm certification and thereafter establish
14 liability for trial. Discovery disputes would have certainly arisen. In contrast, the settlement provides
15 real benefits for Class Members here and now. The benefits are not insignificant for anyone.
16 Consequently, the risk and expense of further litigation outweighed any benefit that might have been
17 gained otherwise.

18 **Experience and Views of Counsel**

19 79. I am well qualified because of my experience, knowledge, and resources to act as
20 counsel and represent Plaintiff and the putative class in this action. I have represented employees in
21 numerous lawsuits involving wage and hour violations in California. A significant percentage of my
22 practice is devoted to litigating wage and hour violations, and a large number of these cases are class
23 actions. I have obtained favorable settlements against a range of defendants in wage and hour actions
24 and class actions.

25 80. Valles Law is actively involved in both class action and individual employment
26 litigation matters on an ongoing basis. Our firm deals regularly with class action litigation and
27 individual employment litigation, many of which also involve wage and hour components. The
28 experience I have is helpful in assessing the reasonableness of settlements such as the one at issue

1 here; and from this experience I conclude that this lawsuit could not have been settled on better terms
2 than provided under the present settlement agreement.

3 81. In sum, I am experienced in employment class-action litigation and adequate to
4 represent the putative class in the instant action.

5 **Request for Attorneys' Fees**

6 82. The settlement calls for the payment of \$516,666.67, or 33 1/3% of the settlement
7 fund, in attorneys' fees to Plaintiff's Counsel. This request is fair, reasonable, and adequate to
8 compensate Plaintiff's Counsel for the substantial work this firm has put into this case and, moreover,
9 the risk this firm assumed by taking it in the first place. Additionally, it is consistent with the
10 contingency-fee agreement entered into by Plaintiff. Based on my experience, I am aware that the
11 common and acceptable rate for contingency representation in wage-and-hour class action litigation
12 is normally 40% before trial, with the range being from 35% up to 50%.

13 83. The attorney fee award is intended to reimburse Plaintiff's Counsel for all
14 uncompensated work that we have already done over the past two years and for all the work we will
15 continue to do in carrying out and overseeing the notification to the Class Members, communicating
16 with Class Members regarding the proposed Settlement, and administering the settlement if it is
17 preliminarily approved.

18 84. Plaintiff's Counsel took this case on a contingent-fee basis against an entity
19 represented by a reputable defense firm. When we take contingent cases, we must pay careful
20 attention to the economics involved. Accordingly, when we take contingent cases, we anticipate that
21 we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often
22 too great to bear. Even when we work long hours, the number of hours in a day is limited. Because
23 of this, when we take on one particular matter, we are unable to take on other matters. When
24 Plaintiff's Counsel became involved in this case, we realized the time commitment that it would
25 entail, and we were forced to turn down matters that we otherwise could have handled. We were
26 forced to do so because of the thorough factual investigation and development this case required. In
27 sum, this case claimed a significant portion of Plaintiff Counsel's time and attention throughout its
28 pendency.

1 85. The requested attorneys' fees are reasonable for the services provided to Class
2 Members and for the benefits they will receive. Class Counsel also will submit its hours for purposes
3 of a lodestar cross-check consistent with this Court's requirements; however, Plaintiff submits that
4 an award based on a percentage of the common fund method is reasonable.

5 **Service Award to Class Representative**

6 86. The Class Representative Plaintiff Matt Seibert is entitled to a reasonable service
7 payment for his efforts and initiative in bringing and helping to prosecute this action. He assumed a
8 great risk by challenging Defendant's wage-and-hour policies and bringing suit against it. Plaintiff
9 first took it upon himself to learn about the law and confer with others about the issues he was facing.
10 As is outlined in the declaration submitted by Plaintiff, he spent a considerable amount of time
11 investigating his claims and pursuing those claims on behalf of the proposed Class.

12 87. The courage it took to stand up to a current employer in this way should not be
13 underestimated. Few people want to file lawsuits, especially against their employers. In addition, by
14 suing his employer, Plaintiff increased his risks of retaliation by potential prospective employers. He
15 has now cost Defendants a substantial sum of money through his courage in vindicating his rights and
16 the rights of past and present workers. Such conduct will not be ignored by a prospective employer
17 who has to choose between an applicant who has never sued a prior employer and one who has. This
18 risk is particularly real in the information age, where employers can easily perform background
19 checks of prospective employees.

20 88. Plaintiff did not allow his fears of the potential repercussions of being a class
21 representative deter him from acting for the benefit of Class Members. Quite the contrary, Plaintiff
22 has been intimately involved in this case since its inception. He has devoted a substantial amount of
23 time to helping Plaintiff's Counsel effectively develop and prosecute this action at every stage of the
24 litigation. On numerous occasions, Plaintiff discussed virtually every aspect of this case with
25 Plaintiff's Counsel. He provided Plaintiff's Counsel with information and facts about Defendants,
26 Defendants' practices, and about the industry generally, reviewed documents, produced documents,
27 identified witnesses, and consulted Plaintiff's Counsel throughout the litigation. Plaintiff participated
28 through the litigation and was available whenever Plaintiff's Counsel needed him as well as actively

tried to obtain information that would benefit the Class Members, including, but not limited to, searching for and providing information related to his employment and employment conditions, providing needed information for mediation, settlement discussions, and potential class certification. Plaintiff attended meetings with Plaintiff's Counsel and was present in person throughout the mediation session that ultimately resulted in this Settlement, which Plaintiff had to take time off work to attend at a significant financial cost to himself as well. Moreover, during mediation, Plaintiff conferred with Plaintiff's Counsel and the mediator throughout. Plaintiff monitored the progress of the litigation with Plaintiff's Counsel and reviewed and signed the Settlement Agreement.

89. Plaintiff has diligently, adequately, and fairly represented the Class Members, and has not placed his interests above any member of the putative class. All parties are in agreement that Plaintiff is entitled to an enhancement for his time and effort in this matter. Such service awards to class representatives have been a common feature of settlements negotiated by Plaintiff's Counsel, and they have been routinely approved by trial courts.

90. Moreover, as set forth in Plaintiff's declaration, he forwent his own individual claims against Defendant for wage and hour violations as well as the non-payment of her commissions and other violations that would have far exceeded that amount that he would recover as a Class/PAGA Representative Enhancement Payment or through his Individual Settlement Payment for the benefit of the Settlement Classes and PAGA Settlement Groups as a whole (and to his own detriment).

91. In light of the foregoing, Plaintiff's Counsel believes that the service award of \$15,000.00 to Plaintiff is fair and reasonable. Although Plaintiff's Counsel appreciates that the Court has a duty to ensure that class representatives are not overcompensated at the expense of the class, modest service awards in employment class actions such as this one are necessary not only to compensate class representatives for the time they spend in the case, but also, and more importantly, to encourage aggrieved employees to challenge questionable employment practices notwithstanding the very real consequences they may face.

Settlement Administrator

92. In regard to the Settlement Administrator, the parties have agreed that CPT Group (“CPT”) will handle the notice and claims administration of the proposed Settlement. The parties

1 respectfully request that the Court appoint CPT as the Settlement Administrator as the entity has
2 extensive experience in the handling and processing of administering a class action settlement.

3 93. According to CPT's website (www.cptgroup.com/about), CPT was "founded in
4 1984, is a leading provider of notice and settlement class action administration services and
5 has been appointed as the third-party administrator by all major courts. Throughout [CPT's]
6 history, CPT has disbursed billions of dollars in settlement funds, serviced over 250,000,000
7 class members, and administrated over 7,000 cases."

8 94. In selecting a Settlement Administrator, I reached out to four (4) different agencies to
9 request quotes. Of the four that I reached out to, two declined to provide quotes and two provided
10 quotes. Of the two that provided quotes, CPT was significantly less expensive than the other
11 company, which is why they were selected.

12 95. Over the past two years, our office been involved in two other class actions settlements
13 that have elected to use CPT to act as a third-party Settlement Administrator.

14 **No Other Cases Effected by Settlement**

15 96. Our office is aware of no other cases effected by this settlement.

16 **Cy Pres Recipient**

17 97. Plaintiff has selected Legal Aid at Work, a charity that represents low-wage workers
18 to help them understand and assert their workplace rights, as a cy pres recipient. Legal Aid at Work
19 has a clear nexus to the case at bar as the present action because the wage claims made by Legal Aid
20 at Work are often the same type of claims made in the present actions brought by workers under the
21 federal Fair Labor Standards Act and California wage-and-hour laws.

22 98. Plaintiff and Plaintiff's counsel have no relationship with the Cy Pres Recipient.

23 99. Defendants' counsel has recently informed our office that Defendants (and not
24 Defendants' counsel) may have a conflict with Legal Aid at Work and, if Defendants do determine
25 that a conflict exists, Defendants will file a motion to substitute another Cy Pres Recipient prior to
26 the hearing on this Motion that meets this Court's standards for a Cy Pres Recipient. If no such
27 Motion is submitted, then Defendants will be consenting to Legal Aid at Work as the Cy Pres
28 Recipient.

1
2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true and correct. Executed on November 4, 2024, at Manhattan Beach, California.

4
5 A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a thin horizontal line.

6 DANIEL VALLES
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EXHIBIT A

DANIEL VALLES (SBN 269137)
dan@valles.law

KAYLA M. RATHJEN (SBN 330046)
kayla@valles.law

VALLES LAW, P.C
4104 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (415) 234-0065
Facsimile: (510) 369-2075

Attorneys for Plaintiff
MATT SEIBERT, ON BEHALF OF HIMSELF,
AND ALL OTHERS SIMILARLY SITUATED

JULIE A. TOTTEN (STATE BAR NO. 166470)
jatotten@orrick.com
FRANK N. ZALOM (STATE BAR NO. 315930)
fzalom@orrick.com

ORRICK, HERRINGTON & SUTCLIFFE LLP
400 Capitol Mall, Suite 3000
Sacramento, CA 95814-4497
Telephone: (916) 447-9200
Facsimile: (916) 329-4900

ANNIE H. CHEN (STATE BAR NO. 292032)
annie.chen@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
355 S. Grand Avenue, Suite 2700
Los Angeles, CA, 90071
Telephone: (213) 629-2020
Facsimile: (213) 612-2499

Attorneys for Defendants
SS&C TECHNOLOGIES, INC. and INTRALINKS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MATT SEIBERT, an individual on behalf of
himself, and all others similarly situated;

Plaintiff,

v.

SS&C TECHNOLOGIES, INC., a Delaware
corporation, INTRALINKS, INC., a Delaware
corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No. 3:23-cv-00279-AMO

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

1 **CLASS AND PAGA ACTION SETTLEMENT AGREEMENT**

2 This Joint Stipulation of Class and PAGA Action Settlement and Release (“**Settlement**
3 **Agreement**,” “**Settlement**,” or “**Agreement**”) is made and entered into between Matt Seibert
4 (“**Plaintiff**”), individually and as representative of the Class Members and Aggrieved Employees
5 (as those terms are defined below), and Defendants SS&C Technologies, Inc. (“**SS&C**”) and
6 Intralinks, Inc. (“**Intralinks**”) (collectively as “**Defendants**”), and is subject to the terms and
7 conditions herein and the approval of the Court. Plaintiff and Defendants are referenced
8 collectively herein as “**the Parties**.”

9 **I. CONDITIONAL NATURE OF SETTLEMENT**

10 This Agreement is made for the sole purpose of settling the above-captioned action on a
11 class and representative basis. This Settlement is made in compromise of disputed claims as set
12 forth in the case entitled *Matt Seibert v. SS&C Technologies, Inc., et al.*, Case No. 3:23-cv-00279-
13 AMO, pending in the United States District Court for the Northern District of California. This
14 action will be referred to herein as “**the Action**.” The Parties enter into this Agreement on a
15 conditional basis.

16 Furthermore, in the event that the Court does not enter the Final Approval Order, or a
17 Judgment is not entered in the Action, or the conditions precedent are not met for any reason, this
18 Settlement shall be deemed void *ab initio*, it shall be of no force or effect whatsoever, it shall not
19 be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the
20 Agreement shall remain subject to the provision of in Federal Rule of Evidence 408 and any other
21 analogous rules of evidence that might apply.

22 Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution,
23 injunctive relief, and all other forms of relief as well as the representative allegations asserted in
24 the Action. Defendants have agreed to resolve the Action through this Settlement, but to the extent
25 this Settlement is deemed void, Defendants do not waive, but rather expressly reserve, all rights to
26 challenge all such claims and allegations in the Action upon all procedural and factual grounds,
27 including without limitation the ability to challenge class or representative action treatment on any
28 grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and Class

1 Counsel agree that Defendants retain and reserve these rights.

2 Specifically, Plaintiff and Class Counsel agree not to argue or present any argument that, in
3 the event this Settlement is not approved in full, Defendants could not, based on this Agreement or
4 the motions filed related to this Agreement, file a later motion or opposition that contests the
5 certifiability or manageability of the claims of this Action if it proceeds on a class or representative
6 basis or assert any and all other potential defenses and privileges if this Action were to proceed.
7 Plaintiff and Class Counsel hereby agree they will not take a position contrary to the foregoing
8 agreement. The Parties intend this Agreement to fully, finally, and forever resolve, discharge, and
9 settle the Released Claims upon and subject to the terms and conditions hereof.

10 **II. DEFINITIONS**

11 2.1 “**Agreement**” means this agreement entered into by the Parties to effectuate the
12 terms of the Settlement.

13 2.2 “**Aggrieved Employees**” means:

14 2.2.1 All current and former employees who worked for SS&C or Intralinks in the
15 State of California who were eligible to earn commissions at any time between October 12, 2021,
16 through the date of preliminary settlement approval (“**Commissioned Aggrieved Employees**”);
17 and

18 2.2.2. All current and former employees who worked for SS&C or Intralinks in the
19 State of California at any time between October 12, 2021 through the date of preliminary settlement
20 approval (“**California Aggrieved Employees**”).

21 Aggrieved Employees do not have the option to opt out of the PAGA portion of the
22 Settlement.

23 2.3 “**Attorneys’ Fees and Litigation Expenses**” means the fees awarded to Class
24 Counsel in connection with this Action, as approved by the Court, and actual litigation expenses
25 for work performed by Class Counsel that are approved for reimbursement by the Court as set forth
26 in Section 7.2 of this Agreement.

27 2.4 “**Class Counsel**” means:

28 DANIEL VALLES (SBN 269137)

dan@valles.law
KAYLA M. RATHJEN (SBN 330046)
kayla@valles.law
VALLES LAW, P.C
4104 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (415) 234-0065
Facsimile: (510) 369-2075

2.5 “**Class List**” means a list based on Defendants’ business records that identifies the following information for each Class Member: (1) name, (2) social security number, (3) last known residential address, (4) last known telephone number, and (5) number of Eligible Workweeks worked during the Class Period; and for each Aggrieved Employee: (1) name, (2) social security number, (3) last known residential address, (4) last known telephone number, and (5) number of Eligible Workweeks worked during the PAGA Period.

2.6 “**Class Member**” means:

2.6.1 All current and former employees who worked for SS&C or Intralinks in the State of California who were eligible to earn commissions at any time between October 21, 2018, through the date of preliminary settlement approval (“**Commissioned Employees Class**”); and

2.6.2 All current and former employees who worked for SS&C or Intralinks in the State of California at any time between October 21, 2018, through the date of preliminary settlement approval (“**California Employees Class**”).

2.7 “**Class Notice**” means the Court-approved Class Notice, included here as Exhibit A, which notifies Class Members of the lawsuit and of their estimated share of the Settlement and the number of Eligible Workweeks he/she worked during the Class Period.

2.8 “**Class Period**” means from October 21, 2018 through the date of preliminary settlement approval.

2.9 “**Class Released Claims**” means the following Commissioned Employees Class Released Claims and California Employees Class Released Claims:

2.9.1 “**Commissioned Employees Class Released Claims**” means all federal, state and local law claims, rights, demands, liabilities, and causes of action that were or could have been asserted in the Action based on the same alleged facts in any complaint filed in the Action and

arising during the Class Period, brought on behalf of the Commissioned Employees Class including, but not limited to, for alleged violations of California Labor Code sections 204, 210, 218.5, 226, 226.7, 246, 246.5, 248.5, 510, 512, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2751, or any claims based on the following allegations: failure to pay overtime; failure to provide meal breaks; failure to provide rest breaks; failure to pay minimum wages; failure to timely pay wages; failure to provide accurate itemized wage statements; failure to provide one days' rest in each seven (7) day period; failure to comply with California's sick leave laws, or violation of Cal. Bus. & Prof. Code sections 17200 *et seq.* by engaging in the foregoing conduct. Class Released Claims include all claims for unpaid wages, overtime wages, statutory penalties, civil penalties, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Labor Code, California Business & Professions Code, California Civil Code, and California Industrial Welfare Commission Wage Orders.

2.9.2 "**California Employees Class Released Claims**" means all federal, state and local law claims, rights, demands, liabilities, and causes of action that were or could have been asserted in the Action based on the same alleged facts in any complaint filed in the Action and arising during the Class Period on behalf of the California Employees Class, including, but not limited to, for alleged violations of California Labor Code sections 201, 202, 203, 221, 226(c), 300, 1174, 1174.5, 1198.5, 2800, and 2802, or any claims based on the following allegations: failure to pay all wages earned upon discharge; unreimbursed business expenses; failure to keep required payroll records; illegal collection and receipt for any part of wages paid; illegal assignment of wages without the assignment on a separate written instrument; failure to provide timely access to employment records; or violation of Cal. Bus. & Prof. Code sections 17200 *et seq.* by engaging in the foregoing conduct. Class Released Claims include all claims for unpaid wages, overtime wages, statutory penalties, civil penalties, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Labor Code,

California Business & Professions Code, California Civil Code, and California Industrial Welfare Commission Wage Orders.

2.10 “**Court**” means the United States District Court for the Northern District of California, where the Action is currently pending.

2.11 “**Defendants**” means SS&C and Intralinks collectively.

2.12 “**Defendants’ Counsel**” means:

JULIE A. TOTTEN (STATE BAR NO. 166470)
jatotten@orrick.com
FRANK N. ZALOM (STATE BAR NO. 315930)
fzalom@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
400 Capitol Mall, Suite 3000
Sacramento, CA 95814-4497
Telephone: (916) 447-9200
Facsimile: (916) 329-4900

ANNIE H. CHEN (STATE BAR NO. 292032)
annie.chen@orrick.com
ORRICK, HERRINGTON & SUTCLIFFE LLP
355 S. Grand Avenue, Suite 2700
Los Angeles, CA, 90071
Telephone: (213) 629-2020
Facsimile: (213) 612-2499

2.13 “**Eligible Workweek**” means any workweek in which work was performed by a Settlement Class Member during the Class Period or PAGA Period.

2.14 “**Enhancement Award**” means a payment to Plaintiff out of the Gross Settlement Amount of up to Fifteen Thousand Dollars (\$15,000.00), or a lesser amount if ordered by the Court, which will be paid to Plaintiff for serving as the named representative in this case and in exchange for a general release of claims and California Civil Code section 1542 waiver. Plaintiff will also be eligible for an Individual Class Settlement Payment and PAGA Settlement Payment.

2.15 “**Effective Date**” means the date that the Court’s Judgment in the Action becomes final. For purposes of this paragraph, the Court’s Final Order “becomes final” upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for filing or noticing of any

1 appeal from the Court's Final Order.

2 2.16 "**Final Approval**" means an Order granting final approval of the Settlement of this
3 Action.

4 2.17 "**Gross Settlement Amount**" means the total of One Million Five Hundred Fifty
5 Thousand Dollars (\$1,550,000). The Gross Settlement Amount will be used to pay Settlement
6 Administration Costs, Class Counsel's attorneys' fees and costs, Plaintiff's Enhancement Award,
7 the Individual Class Settlement Payments, the PAGA Settlement Payments, and the PAGA
8 Penalties to be paid to the California Labor and Workforce Development Agency ("**LWDA**").
9 Defendants' corporate payroll tax obligations shall be paid in addition to the Gross Settlement
10 Amount. Defendants shall not be required to pay more than the Gross Settlement Amount, plus
11 employer-side payroll taxes on the wage payments made to members of the Settlement Class.

12 2.18 "**Individual Class Settlement Payments**" means the *pro rata* amount payable from
13 the Net Settlement Amount to each of the Settlement Class Members as allocated in Section 7.8
14 below and based on each Settlement Class Member's number of Eligible Workweeks during the
15 Class Period. Individual Class Settlement Payments will be paid to Settlement Class Members in
16 the form of a check and the Settlement Administrator will make all required withholdings.
17 Individual Settlement Payments will be treated as follows: (i) payments to California Employees
18 Class members will be treated as non-wage reimbursement and penalty payments, reportable on
19 IRS Form 1099 and (ii) payments to Commissioned Employee Class members will be treated as
20 40% as wages, reportable on IRS Form W-2 and subject to withholdings; 60% as interest and
21 penalties reportable on IRS Form 1099.

22 2.19 "**Individual PAGA Payments**" means the *pro rata* amount payable from the 25%
23 portion of PAGA Penalties that will be paid to Aggrieved Employees based on each Aggrieved
24 Employee's number of Eligible Workweeks during the PAGA Period. Individual PAGA Payments
25 will be paid to Aggrieved Employees in the form of a check, and Aggrieved Employees will be
26 issued an IRS Form 1099 for their Individual PAGA Payments. Individual PAGA Payments will
27 be treated 100% as penalties.

28 2.20 "**Judgment**" means a judgment entered by the Court following entry of the Final

Approval order.

2.21 “**LWDA Payment**” means the 75% portion of the PAGA Penalties that will be paid to the LWDA pursuant to California Labor Code § 2699(i).

2.22 “**Net Settlement Amount**” means the amount remaining from the Gross Settlement Amount after Class Counsel’s court-approved attorneys’ fees and costs, Plaintiff’s Enhancement Award, the PAGA Penalties, and Settlement Administration Costs have been deducted from the Gross Settlement Amount, from which the Individual Class Settlement Payments will be paid.

2.23 “**PAGA**” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

2.24 “**PAGA Notice**” means the notice that Plaintiff provided to the LWDA, dated October 12, 2022, the amendment to the notice provided to the LWDA, dated December 16, 2022, and the forthcoming amendment to the notice which Plaintiff will submit to the LWDA that inform the PAGA Administrator of the alleged violations of the California Labor Code that are at issue in this Action (LWDA-CM-913519-22). Plaintiff will file an amendment to the notice to the LWDA that adds factual allegations to the waiting time penalties; payroll records; and illegal assignment of wages without the assignment on a separate written instrument claims on behalf of California Aggrieved Employees.

2.25 “**PAGA Penalties**” means the \$155,000 of the Gross Settlement Amount that the Parties have allocated to settlement of Plaintiff’s PAGA claim, 75% of which will be paid to the LWDA (the “**LWDA Payment**”) and 25% of which will be distributed to Aggrieved Employees as Individual PAGA Payments.

2.26 “**PAGA Period**” means the time period of October 12, 2021, through the date of preliminary settlement approval.

2.27 “**PAGA Released Claims**” means the following Commissioned Aggrieved Employees PAGA Released Claims and California Aggrieved Employees PAGA Released Claims:

2.27.1 “**Commissioned Aggrieved Employees PAGA Released Claims**” means all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA on behalf of the Commissioned Aggrieved Employees during the PAGA Period based on the factual

1 allegations and legal assertions made in the operative complaint or PAGA Notice, including but
2 not limited to PAGA claims based on the underlying California Labor Code sections 204, 210,
3 218.5, 226, 226.3, 226.7, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
4 1194.2, 1197, 1197.1, 1198, and 2751 or based on the following allegations: failure to pay
5 minimum wage; failure to pay overtime; failure to provide one day's rest in each seven (7) day
6 period; failure to comply with California's sick leave laws; employment for hours longer than those
7 fixed by the Wage Order; failure to authorize and/or permit rest periods; failure to pay an additional
8 hours of compensation earned for every shift a mandated rest period was denied; failure to provide
9 required meal periods; failure to pay an additional hour of compensation earned for every shift a
10 mandated meal period was denied; and violation of California's rules for commission plans.

11 2.28.2 "**California Aggrieved Employees PAGA Released Claims**" means all
12 claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA on behalf of
13 the California Aggrieved Employees during the PAGA Period based on the factual allegations and
14 legal assertions made in the operative complaint or PAGA Notice, including but not limited to
15 PAGA claims based on the underlying California Labor Code sections 201, 202, 203, 221, 226(c),
16 226(f), 246, 246.5, 300, 1198.5, 2800, and 2802, or based on the following allegations: failure to
17 pay all wages earned upon discharge; unreimbursed business expenses; failure to keep required
18 payroll records; illegal collection and receipt for any part of wages paid; illegal assignment of wages
19 without the assignment on a separate written instrument; and failure to provide timely access to
20 employment records.

21 2.29 "**QSF**" means the Qualified Settlement Fund established by the Settlement
22 Administrator for the benefit of the Settlement Class Members and Aggrieved Employees and from
23 which the Individual Class Settlement Payments and Individual PAGA Payments will be paid.

24 2.30 "**Reasonable Address Verification Measure**" means utilization of the National
25 Change of Address Database maintained by the United States Postal Service prior to the initial
26 mailing of the Settlement Checks and skip-tracing of bad addresses upon the return of undelivered
27 Settlement Checks.

28 2.31 "**Released Parties**" means Defendants and their past or present officers, directors,

shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents in their individual and corporate capacities.

2.32 “**Response Deadline**” means 60 days after the mailing of the Class Notice during which time Class Members may opt out of the non-PAGA portion of the Settlement, object to the non-PAGA portion of the Settlement, or dispute the number of Eligible Workweeks that they worked during the Class Period.

2.33 “**Settlement Administrator**” means CPT Group, who the Parties have selected to administer this Settlement.

2.34 “**Settlement Administration Costs**” means the reasonable costs and fees incurred by the Settlement Administrator, as approved by the Court, to administer the Settlement in accordance with this Agreement, which will be paid from the Gross Settlement Amount and is expected not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

2.35 “**Settlement Check**” means a check mailed by the Settlement Administrator to a Settlement Class Member or Aggrieved Employee with that individual’s Individual Class Settlement Payment and/or Individual PAGA Payment.

2.36 “**Settlement Class Member**” means a Class Member who did not timely opt out of the non-PAGA portion of the Settlement by submitting an opt-out request to the Settlement Administrator by the opt-out deadline.

2.37 “**Updated Address**” means a mailing address that was updated via a Reasonable Address Verification Measure, or an updated mailing address provided by the United States Postal Service, a Class Member, an Aggrieved Employee, or any other valid source.

III. PROCEDURAL BACKGROUND

On October 12, 2022, Plaintiff filed a PAGA Notice with the LWDA. Thereafter, on October 21, 2022, Plaintiff filed his proposed class action complaint against Defendants, as alleged joint employers, in San Francisco Superior Court seeking to represent multiple classes and subclasses consisting of allegedly misclassified California commissioned employees, California-based non-exempt employees, and all California employees of Defendants.

1 On December 19, 2022, Plaintiff filed his First Amended Complaint (“FAC”) adding a
2 PAGA representative claim. In the FAC, Plaintiff asserted that Defendants misclassified those
3 Intralinks and SS&C employees eligible to earn commissions. As a result of the alleged
4 misclassification, Plaintiff contended that Defendants failed to provide those employees overtime,
5 meal and rest breaks, and one day of rest in seven days. Plaintiff also alleged that Defendants failed
6 to comply with California’s law requiring written commission agreements and failed to pay earned
7 commissions in a timely manner. Plaintiff additionally alleged that Defendants failed to provide
8 sick leave to all non-exempt employees, including allegedly misclassified commissioned
9 employees. Finally, Plaintiff alleged that Defendants failed to reimburse their California-based
10 employees for business use of cell phone, home internet, or other work from home expenses.

11 On January 19, 2023, Defendants removed the case to the United States District Court for
12 the Northern District of California and moved to partially dismiss Plaintiff’s claims. On March 7,
13 2023, the Court granted Defendants’ motion in part and denied in part, granting leave for Plaintiff
14 to file an amended complaint. In response, Plaintiff filed his operative Second Amended Complaint
15 (“SAC”) dismissing his sick leave class claims on behalf of Defendants’ California non-exempt
16 employees. In his SAC, Plaintiff alleges various wage and hour violations on behalf of California
17 employees eligible for commissions and all of Defendants’ California employees, including claims
18 for: (1) Failure to pay overtime (Wage Order 4-2001, § 3 and California Labor Code §§ 510 and
19 1198); (2) Failure to provide meal breaks (Wage Order 4-2001, § 11 and California Labor Code §§
20 512 and 226.7); (3) Failure to provide rest breaks (Wage Order 4-2001, § 12 and California Labor
21 Code § 226.7); (4) Failure to pay minimum wages (Wage Order 4-2001, § 4 and California Labor
22 Code §§ 1194, 1197, and 1182.12); (5) Failure to timely pay wages (California Labor Code §§ 204
23 and 210); (6) Failure to provide accurate itemized wage statements (California Labor Code § 226);
24 (7) Failure to pay all wages earned upon discharge (California Labor Code §§ 201, 202, and 203);
25 (8) Unreimbursed business expenses (California Labor Code §§ 2800 and 2802); (9) Failure to
26 provide timely access to employment records (California Labor Code § 1198.5); (10) Unlawful
27 business practices (California Business and Professions Code §§ 17200 *et seq.*) and (11) Civil
28 penalties pursuant to the PAGA (California Labor Code §§ 2699 *et seq.*).

1 In September 2023, the Parties agreed to private mediation with David A. Rotman to try to
2 resolve Plaintiff's claims. On November 17, 2023, the Parties engaged in a full day mediation
3 session with David A. Rotman, who has extensive experience in labor and employment litigation.
4 During and prior to mediation, Defendants produced information and data related to the Class
5 Members and Aggrieved Employees, including the aggregate number of workweeks/pay periods,
6 the average hourly rate of employees, and the total number of employees for each of Plaintiff's
7 proposed classes. The Parties were not able to resolve their disputes at the mediation, but Mr.
8 Rotman continued to engage with the Parties and issued a mediator's proposal that was ultimately
9 accepted by the Parties on January 10, 2024.

10 The Parties and their counsel are sufficiently familiar with the facts of this Action and the
11 applicable laws to make an informed judgment as to the fairness of the Settlement, the respective
12 strengths and weaknesses of the claims brought by the group that Plaintiff sought to represent, and
13 the risks of proceeding in litigation. The Parties are represented by competent counsel and have
14 had the opportunity to consult with counsel prior to the signing of this Agreement.

15 **IV. DEFENDANTS' DENIAL OF LIABILITY**

16 Defendants specifically and generally deny any and all liability or wrongdoing of any sort
17 with respect to any of the claims alleged in the Action and make no concessions or admissions of
18 liability of any sort. Defendants maintain that for any purpose other than settlement, the Action is
19 not appropriate for class or representative treatment and that, had this matter proceeded through
20 litigation, it would be uncertifiable and unmanageable. Nonetheless, Defendants have concluded
21 that further litigation would be protracted, distracting, and expensive, and that it is desirable that
22 the Action be fully and finally settled in the manner and upon the terms and conditions set forth in
23 this Agreement. Defendants have also taken into account the uncertainty and risks inherent in any
24 litigation. Defendants have therefore determined that it is desirable and beneficial to settle the
25 Action in the manner and upon the terms and conditions set forth in this Agreement.

26 The Parties agree there is a bona fide dispute as to the claims in the alleged Action, and
27 neither this Agreement, nor the Settlement-related documents, nor the Settlement itself shall be
28 construed as an admission of either fact or law on any issue by any Party.

1 **V. PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT**

2 Plaintiff and Class Counsel believe that the claims asserted in the Action have merit and
 3 that evidence developed to date supports the claims. However, Plaintiff and Class Counsel
 4 recognize and acknowledge the significant expense, resources, and time required to prosecute the
 5 Action against Defendants through trial and through appeals. Plaintiff and Class Counsel have also
 6 taken into account the uncertain outcome and the risks of litigation, the difficulties and delays
 7 inherent in this and similar litigation, the challenges of proving certifiability and manageability
 8 throughout the Action, and the problems of proving liability and rebutting possible defenses to the
 9 claims alleged in the Complaint. Based upon their evaluation, Plaintiff and Class Counsel have
 10 determined that the Gross Settlement Amount and terms set forth in this Agreement is fair,
 11 reasonable, adequate, and in the interests of Plaintiff, Class Members, and Aggrieved Employees.
 12 Both Class Counsel and the Plaintiff believe that the Gross Settlement Amount and terms set forth
 13 in this Agreement confers substantial benefits upon all Class Members and Aggrieved Employees.

14 **VI. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT**

15 6.1 The Parties enter into this Agreement and the Settlement on a conditional basis. This
 16 Agreement and Settlement will become final and effective only upon the occurrence of all of the
 17 following events:

18 6.1.1 The Court enters a Final Approval Order and Judgment; and

19 6.1.2. The Effective Date occurs, and any challenge to the Settlement, whether by
 20 objection or appeal, is resolved in favor of enforcement of the Settlement.

21 6.2 Unless the Court orders otherwise or agreed in writing by the Parties, this Agreement
 22 shall be deemed null and void *ab initio* upon the failure of any of these conditions to occur.

23 **VII. SETTLEMENT CONSIDERATION—NO CLAIM FORM REQUIRED;**
 24 **DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT; CALCULATION**
OF SETTLEMENT PAYMENTS FROM THE NET SETTLEMENT AMOUNT

25 This shall be an all-in Settlement without a reversion. Settlement Class Members and
 26 Allegedly Aggrieved Individuals who do not request exclusion from the Settlement using the
 27 procedures specified below will be automatically paid without submitting any claim form.

28 7.1 **Payment of the Gross Settlement Amount:** Defendants will pay the Gross

1 Settlement Amount in full and final settlement of the Action. The Gross Settlement Amount will
2 constitute adequate consideration for this Settlement. Since any uncashed settlement check funds
3 will be deposited by the Settlement Administrator pursuant to the *cy pres* doctrine, this Agreement
4 and the associated Judgment do not and will not create any unpaid residue or unpaid residual, and
5 no distribution of such shall be required.

6 7.2 **Attorneys' Fees and Litigation Expenses:** Class Counsel will submit an
7 application for: (a) an award of Attorneys' Fees of no more than 1/3 or one third of the Gross
8 Settlement Amount, which is Five Hundred Sixteen Thousand, Six Hundred Sixty-Six U.S. Dollars
9 and Sixty-Seven Cents (\$516,666.67); and (b) an award of Class Counsel's actual Litigation Expenses
10 of not more than Fifteen Thousand Dollars (\$15,000.00) both of which would be paid out of the Gross
11 Settlement Amount. The amounts set forth in this section will constitute complete consideration for
12 all work performed and expenses incurred to date and for all work to be performed and expenses
13 to be incurred through the completion of the Action, its settlement, and the effort to secure final
14 Judgment by Class Counsel. The Attorneys' Fees and Litigation Expenses, as approved by the
15 Court, shall constitute full satisfaction of any claim for fees or costs.

16 7.2.1 In the event that the Court (or any appellate court) awards less than the
17 amount requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be
18 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
19 remaining or unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be
20 made a part of the Net Settlement Amount.

21 7.2.2. Plaintiff warrants that other than Class Counsel, no attorneys or law firms
22 have represented him in relation to the claims asserted in the Action and that no attorneys or law
23 firms have any claims, liens, or other demands to be compensated out of the Gross Settlement
24 Amount for attorneys' fees and/or legal costs arising from prosecution of the Action against
25 Defendants. If it is ever determined that some portion of the Gross Settlement Amount should have
26 been paid as Plaintiff's attorneys' fees and/or costs to some person or entity other than Class
27 Counsel, Plaintiff warrants and agrees to indemnify, defend, and hold Defendants harmless from
28 such liens or claims.

7.3 **Settlement Administration Costs:** From the Gross Settlement Amount, Settlement Administration Costs shall be paid in an amount not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00), subject to approval from the Court.

7.4 **Enhancement Award to Plaintiff:** From the Gross Settlement Amount, Defendants agree to pay Plaintiff, subject to Court approval, an Enhancement Award of up to Fifteen Thousand Dollars (\$15,000.00). Plaintiff shall be issued an Internal Revenue Service Form 1099 for any Enhancement Payment approved by the Court. Plaintiff hereby acknowledges that he has not obtained tax advice from Defendants and that neither Defendants nor their attorneys have made any representation concerning tax consequences, if any, of the Enhancement Award. Plaintiff agrees that he is solely responsible for the tax consequences of the Enhancement Award.

7.4.1 In the event that the Court (or any appellate court) awards less than the amount requested for the Enhancement Award, only the awarded amount shall be paid and shall constitute satisfaction of those obligations and full payment thereunder, and any remaining or unawarded portion of the requested Enhancement Award shall be made a part of the Net Settlement Amount. To the extent the Court does not approve any or all of the Enhancement Award as requested, the Settlement shall remain binding except as otherwise provided, and this will not be a justification for Plaintiff or Settlement Class Members to withdraw from the Settlement.

7.4.2 The Enhancement Award, if approved by the Court, is in addition to the Plaintiff's Individual Class Settlement Payment and Individual PAGA Payment and shall not be considered wages.

7.5 **PAGA Penalties; LWDA Payment; Net Settlement Amount:** The PAGA Penalties are the \$155,000 that the Parties have allocated for settlement of Plaintiff's PAGA Claim.

7.5.1 Pursuant to California Labor Code § 2699(i), 75% of the PAGA Penalties totaling \$116,250 will be paid to the LWDA as the "LWDA Payment."

7.5.2 The remaining 25% of the PAGA Penalties totaling \$38,750 will be the fund from which Individual PAGA Payments are made. The \$38,750 shall be used to make the Individual PAGA Payments described below. Individual PAGA Payments will be paid to Aggrieved Employees in the form of a Settlement Check.

7.5.2.1 Individual PAGA Payments to California Aggrieved Employees: \$9,687.50 will be allocated to make Individual PAGA Payments to California Aggrieved Employees. Each Individual PAGA Payment made under this Section 7.5.2.1 will be calculated *pro rata* based on the number of Eligible Workweeks each California Aggrieved Employee has during the PAGA according to Defendants' records.

7.5.2.2 Individual PAGA Payments to Commissioned Aggrieved Employees: \$29,062.50 will be allocated to make additional Individual PAGA Payments to Commissioned Aggrieved Employees. Each Individual PAGA Payment made under this Section 7.5.2.2 will be calculated *pro rata* based on the number of Eligible Workweeks each Commissioned Aggrieved Employee has during the PAGA Period according to Defendants' records.

7.6 Taxes on Individual PAGA Payments: Individual PAGA Payments will be treated as non-wage penalties and interest, reportable to the Internal Revenue Service on Form 1099. Defendants shall not be responsible for tax payments on any portion of the Gross Settlement Amount. The Parties further understand that Plaintiff and any Aggrieved Employee who receives any Individual PAGA Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

7.7 Calculation of Defendants' Corporate Payroll Obligations: Defendants' corporate payroll tax obligation shall be calculated by the Settlement Administrator and paid separately from the Gross Settlement Amount.

7.8 Payment of Individual Class Settlement Payments: Individual Class Settlement Payments will be made from the Net Settlement Amount (as defined in Section 2.23, after payment of all enumerated amounts from the Gross Settlement Amount) as described below. Individual Class Settlement Payments will be paid to Settlement Class Members in the form of a Settlement Check.

7.8.1 Individual Class Settlement Payments to California Employees Class: \$200,000 will be allocated to make Individual Class Settlement Payments to California Employees Class Members. Each Individual Settlement Payment made under this Section 7.8.1 will be calculated *pro rata* based on the number of Eligible Workweeks each California Employees Class

1 Member has during the Class Period according to Defendants' records.

2 7.8.2 Individual Class Settlement Payments to Commissioned Employees Class:
3 After subtracting the Individual Class Settlement Payments to California Employees Class
4 described in Section 7.8.1, the remaining Net Settlement Amount should be allocated to make
5 additional Individual Class Settlement Payments to Commissioned Employees Class Members.
6 Settlement Payment made under this Section 7.8.2 will be calculated *pro rata* based on the number
7 of Eligible Workweeks each Commissioned Employees Class Member has during the Class Period
8 according to Defendants' records.

9 7.9 **Taxes on Individual Class Settlement Payments:** Individual Class Settlement
10 Payments to California Employees Class members will be treated as non-wage reimbursement and
11 penalty payments, reportable to the Internal Revenue Service on Form 1099. Individual Class
12 Settlement Payments to Commissioned Employee Class members will be treated as 40% as wages,
13 reportable to the Internal Revenue Service on Form W-2 and subject to withholdings, and 60% as
14 interest and penalties, reportable to the Internal Revenue Service on Form 1099. Defendants shall
15 not be responsible for tax payments on any portion of the Gross Settlement Amount. The Parties
16 further agree that the Plaintiff and any Settlement Class Member who receives any Individual Class
17 Settlement Payment pursuant to this Agreement shall be solely responsible for any and all tax
18 obligations associated with such receipt.

19 **VIII. ADMINISTRATION OF SETTLEMENT**

20 8.1 **Motion for Preliminary Approval of Settlement Agreement:** At least seven (7)
21 calendar days before the filing deadline for the Motion for Preliminary Approval, Plaintiff will
22 provide drafts of the Memorandum of Points and Authorities and supporting documents to
23 Defendants so that Defendants have an opportunity to review and provide commentary.

24 8.2 **Motion for Final Approval of Settlement Agreement:** At least seven (7) calendar
25 days before the filing deadline for the Motion for Final Approval, Plaintiff will provide drafts of
26 the Memorandum of Points and Authorities and supporting documents to Defendants so that
27 Defendants have an opportunity to review and provide commentary. The Parties will ask the Court
28 to maintain jurisdiction of this matter for the purposes of monitoring compliance with and

1 performance under this Agreement and any and all orders and judgments, including the Judgment
2 entered by the Court, as well as any potential disputes related to these matters.

3 8.3 **Settlement Administrator**: The Parties agree to jointly utilize a third-party
4 Settlement Administrator to give notice of and communicate with Class Members and Aggrieved
5 Employees regarding the Settlement and distribute the Gross Settlement Amount as outlined in this
6 Agreement. The Parties have selected CPT Group to administer the Settlement, but may jointly
7 select a different settlement administrator subject to the approval of the Court. Settlement
8 Administration Costs are referenced in Section 7.3. If the actual cost of settlement administration
9 is less than the amount approved by the Court, the remaining amount shall be added to the Net
10 Settlement Amount and distributed accordingly. Settlement Administration Costs, as approved by
11 the Court shall, be paid from the Gross Settlement Amount. The Settlement Administrator's duties
12 shall include the following: distribute the Class Notice, receive any workweek disputes, opt-out
13 requests, and objections by class members and notify Class Counsel of them, distribute payments
14 for Attorneys' Fees and Litigation Expenses to Class Counsel; distribute Plaintiff's Enhancement
15 Award to Plaintiffs; make payment to the LWDA for its 75% share of the PAGA Penalties; update
16 addresses for Class Members via the USPS National Change of Address database and perform a
17 skip tracing process to determine the best, most recent address prior to distribution of any
18 Settlement Checks; calculate Defendants' corporate payroll tax obligations; determine Individual
19 Class Settlement Payment amounts for each Settlement Class Member; determine Individual
20 PAGA Payment amounts for each Aggrieved Employee; mail Settlement Checks; re-mail
21 undeliverable Settlement Checks; redistribute funds from uncashed settlement checks to
22 participating Class Members who cashed their checks; pay to the *cy pres* beneficiary any funds
23 remaining in the QSF; and perform related tax, accounting, and administration services.

24 8.4 **Establishment and Funding of the QSF**: The Parties agree that the QSF is
25 intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code
26 and Treasury Regulation § 1.468B-1 (26 C.F.R. §§ 1.468B-1 *et seq.*) and will be administered by
27 the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall:
28 (1) open and administer a settlement account in such a manner as to qualify and maintain the

1 qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Internal
2 Revenue Code and Treasury Regulation § 1.468B-1; (2) satisfy all federal, state and local income
3 and other tax reporting, return, and filing requirements with respect to the QSF; and (3) satisfy out
4 of the QSF all fees, expenses and costs incurred in connection with the opening and administration
5 of the QSF and the performance of its duties and functions as described in this Agreement. The
6 aforementioned taxes, fees, expenses, and costs shall be treated as and included in the costs of
7 administering the QSF and as Settlement Administration Costs. The Parties and the Settlement
8 Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the
9 earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement
10 shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The
11 Parties agree to cooperate with the Settlement Administrator and one another to the extent
12 reasonably necessary to carry out the provisions of this section of the Agreement.

13 8.5 **Class Information:** For each Class Member, Defendants will provide the
14 Settlement Administrator with the following data from their records, to the extent available:
15 (1) name, (2) social security number, (3) last known residential address, (4) last known telephone
16 number, and (5) number of Eligible Workweeks worked during the Class Period. For each
17 Aggrieved Employee, Defendants will provide the Settlement Administrator with the following
18 data from their records, to the extent available: (1) name, (2) social security number, (3) last known
19 residential address, (4) last known telephone number, and (5) number of Eligible Workweeks
20 worked during the PAGA Period. Defendants will provide the Class Information to the Settlement
21 Administrator within 15 calendar days (or, if that date falls on a weekend or holiday, the next court
22 day thereafter) after the Court enters an order granting preliminary approval of the Settlement.
23 Class Information shall be used by the Settlement Administrator solely for the purpose of notifying
24 the Class Members and Aggrieved Employees. The Settlement Administrator shall utilize
25 Reasonable Address Verification Measures which may include running the mailing addresses
26 provided through the National Change of Address database and using Updated Addresses for each
27 Class Member and Aggrieved Employee when mailing Class Notices.

28 8.6 **Distribution of Class Notice:** Within ten (10) calendar days of receiving the Class

1 Information (the “**Notice Date**”), the Settlement Administrator will send Class Members, by first-
2 class mail, at their last known address, the Court-approved Class Notice, notifying them of the
3 lawsuit and of their estimated share of the Settlement and the number of Eligible Workweeks they
4 worked during the Class Period. The Settlement Administrator will also email the Court-approved
5 Class Notice to Class Members’ last known address. The Settlement Administrator will take
6 reasonable steps to ensure that the Class Notice packet is received by as many Class Members and
7 Aggrieved Employees as possible, including by use of the National Change of Address Database
8 and skip tracing to review the accuracy of and (if possible and as needed) updating mailing
9 addresses.

10 If a Class Notice is returned because of an incorrect address, within ten (10) calendar days
11 from receipt of the returned Class Notice (“**Re-notice Date**”), the Settlement Administrator will
12 conduct a search for a more current address for the Class Member and remail the Class Notice to
13 the Class Member. The Settlement Administrator will use the National Change of Address
14 Database and skip traces to attempt to find the current address. The Settlement Administrator will
15 be responsible for taking reasonable steps to trace the mailing address of any Class Member for
16 whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps
17 shall include, at a minimum: (i) tracking of all undelivered mail; (ii) performing address searches
18 for all mail returned without a forwarding address; and (iii) promptly remailing to Class Members
19 for whom new addresses are found on or before the Re-Notice Date. If the Settlement
20 Administrator is unable to locate a better address, the Class Notice shall be remailed to the original
21 address, also on or before the Re-Notice Date. If the Class Notice is remailed, the Settlement
22 Administrator will note for its own records the date and address of each remailing.

23 8.7 **Opting Out, Objecting, Disputing Workweeks**: Class Members will have sixty
24 (60) calendar days from the Notice Date to opt out of or object to the non-PAGA portion of the
25 Settlement, or to dispute their Eligible Workweeks, unless extended by the Court (the “**Response**
26 **Deadline**”). The Response Deadline for Class Members whose Class Notice was remailed will be
27 sixty (60) calendar days after the Notice Date, or fifteen (15) calendar days after the Re-Notice
28 Date, whichever date is later. The Settlement Administrator will inform the Class Member of the

1 extended deadline with the remailed Class Notice. Class Members may dispute their workweeks
2 by timely submitting information to the Settlement Administrator and may notify the Settlement
3 Administrator of any objections to the Settlement. Class Members may submit workweek disputes,
4 requests for exclusion, and objections to the Settlement Administrator by email, mail, or fax. The
5 Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel any
6 workweek disputes, opt-out requests, or objections to the Settlement within five (5) days of
7 receiving such dispute, request, or objection. In the event of a dispute over a Class Member's
8 Eligible Workweeks, Defendants will investigate the dispute and determine whether any correction
9 to the number of Workweeks for the Class Members raising the dispute should be made and will
10 then notify the Settlement Administrator of their determination. Defendants' Counsel will notify
11 Class Counsel of Defendants' determination regarding such disputes submitted to the Settlement
12 Administrator, but will keep all contact information private. The Settlement Administrator will
13 notify Class Members of Defendants' final determination regarding their workweek disputes by
14 mail. In no case will a dispute regarding the number of Workweeks result in a payment by
15 Defendants in excess of the Gross Settlement Amount.

16 8.8 **Distribution of Gross Settlement Amount:**

17 8.8.1 No later than five (5) court days after the Effective Date has passed, the
18 Settlement Administrator shall prepare a final list of all Settlement Class Members and Aggrieved
19 Employees. For each person on this list, the Settlement Administrator will calculate the amounts
20 due to each Settlement Class Member and Aggrieved Employee using the methodology set forth in
21 this Agreement.

22 8.8.2 No later than ten (10) calendar days after the Effective Date has passed (or,
23 if that date falls on a weekend or holiday, the next calendar day thereafter) and provided that the
24 Settlement Administrator has provided Defendants all necessary wire transfer information before
25 that date, Defendants shall transfer to the Settlement Administrator the Gross Settlement Amount
26 of \$1,550,000.00. Defendants will wire the funds requested by the Settlement Administrator into
27 the QSF set up and controlled by the Settlement Administrator.

28 8.8.3 No later than ten (10) calendar days after receipt of the Gross Settlement

1 Amount from Defendants, the Settlement Administrator will (1) pay from the Gross Settlement
2 Amount the Settlement Administration Costs, as approved by the Court; (2) pay from the Gross
3 Settlement Amount to Class Counsel the Attorneys' Fees and Litigation Expenses, as approved by
4 the Court; (3) pay from the Gross Settlement Amount to Plaintiff the Enhancement Award, as
5 approved by the Court; (4) pay from the Gross Settlement Amount the LWDA Payment; (5) pay
6 from the Gross Settlement Amount the Individual PAGA Payments; and (6) pay from the Gross
7 Settlement Amount the Individual Class Settlement Payments, less applicable deductions and
8 withholdings.

9 8.8.4 Settlement Checks will remain negotiable for one hundred eighty (180)
10 calendar days from the original date of mailing. Any checks returned as non-deliverable on or
11 before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
12 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
13 Administrator will promptly utilize Reasonable Address Verification Measures to attempt to
14 determine the correct address using a skip-trace, or other search using the name, address, or social
15 security number of the Settlement Class Member or Aggrieved Employee involved and will then
16 perform a single re-mailing using an Updated Address, if available. The Settlement Administrator
17 shall mail a check-cashing reminder postcard to those recipients who have not negotiated their
18 Settlement Checks within ninety (90) calendar days of mailing. Funds represented by Settlement
19 Checks returned as undeliverable and those settlement checks remaining uncashed for more than
20 one hundred eighty (180) calendar days after the original date of mailing shall be redistributed to
21 participating Class Members who cashed their checks. Funds represented by these redistributed
22 Settlement Checks that remain uncashed for more than one hundred eighty (180) calendar days after
23 the redistribution date shall be deposited to the *cy pres* beneficiary in the name of the individual
24 who the redistributed Settlement Check was made out to.

25 8.6 After the Settlement Checks and redistributed Settlement Checks have been mailed
26 and any deposit to the *cy pres* beneficiary has been made, the Settlement Administrator will provide
27 an accounting in a signed declaration to the Parties of all amounts paid out in connection with this
28 Settlement.

1 **IX. RELEASED CLAIMS**

2 9.1 **Release by Settlement Class Members:** When the Court's Final Approval Order
3 and Judgment becomes final and upon funding of the Gross Settlement Amount, the Settlement
4 Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
5 and forever released, relinquished, and discharged the Released Parties from the Class Released
6 Claims.

7 9.2 **Release by Aggrieved Employees:** When the Court's Final Approval Order and
8 Judgment becomes final and upon funding of the Gross Settlement Amount, the LWDA and
9 Plaintiff, acting as a proxy of the State of California, shall be deemed to have, and by operation of
10 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, and they
11 and all Aggrieved Employees shall be barred from alleging, any of the PAGA Released Claims
12 against the Released Parties.

13 9.3 **Agreement As Evidence of Res Judicata:** Any Party to this Settlement Agreement
14 may use the Settlement Agreement to assert that this Settlement Agreement and the Judgment to
15 be entered by the Court following Final Approval of this Settlement Agreement bar any later-filed
16 action asserting any Class Released Claims or PAGA Released Claims against any of the Released
17 Parties. The provisions of this paragraph apply regardless of whether Plaintiff, Settlement Class
18 Members, and/or Aggrieved Employees cash their Settlement Checks.

19 9.4 **General Release by Plaintiff:** As consideration for the Enhancement Award, upon
20 the Effective Date, Plaintiff, on behalf of himself and each of his respective heirs, representatives,
21 successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall
22 have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all
23 claims or causes of action of any type whatsoever, whether known or unknown, arising out of or
24 related to (i) the Action or (ii) Plaintiff's employment with or separation of employment from either
25 SS&C or Intralinks, including but not limited to any and all claims for wrongful discharge;
26 termination in violation of public policy; discrimination; harassment; retaliation; failure to provide
27 reasonable accommodation; failure to engage in a good faith interactive process; breach of contract,
28 both express and implied; breach of covenant of good faith and fair dealing, both express and

1 implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud;
2 negligent or intentional misrepresentation; negligent or intentional interference with contract or
3 prospective economic advantage; unfair business practices; defamation; libel; slander; negligence;
4 personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability
5 benefits; any and all claims for violation of any federal, state, or municipal statute, including, but
6 not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 1981
7 of U.S.C. Title 42; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the
8 Equal Pay Act; the Fair Credit Reporting Act; the Fair Labor Standards Act; the Employee
9 Retirement Income Security Act of 1974 (regarding unvested benefits); the Worker Adjustment
10 and Retraining Notification Act; the Family and Medical Leave Act, except as prohibited by law;
11 the Sarbanes-Oxley Act of 2002; the National Labor Relations Act; the Uniform Services
12 Employment and Reemployment Rights Act; the Genetic Information Nondiscrimination Act; the
13 Immigration Reform and Control Act; the California Family Rights Act; the California Labor Code;
14 the California Industrial Welfare Commission Wage Orders; the California Business & Professions
15 Code; and the California Fair Employment and Housing Act; any and all claims for violation of the
16 federal, or any state, constitution; any and all claims arising out of any other laws and regulations
17 relating to employment or employment discrimination, harassment or retaliation; any and all claims
18 for monetary recovery and personal or individual relief, except as prohibited by law; and any
19 premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory
20 relief, or accounting based on the claims (the "Plaintiff's Released Claims"). Nothing in this
21 Agreement shall be construed to prohibit Plaintiff from (i) filing a charge or complaint with the
22 Equal Employment Opportunity Commission or any other federal, state or local administrative or
23 regulatory agency, or (ii) participating in any investigation or proceedings conducted by the Equal
24 Employment Opportunity Commission or any other federal, state or local administrative or
25 regulatory agency. However, Plaintiff expressly waives the right to any relief of any kind in the
26 event that the Equal Employment Opportunity Commission or any other federal, state or local
27 administrative or regulatory agency pursues any claim on Plaintiff's behalf that Plaintiff has
28 released in this Agreement. Furthermore, this general release of claims excludes, and Plaintiff does

not waive, release, or discharge any unwaivable rights Plaintiff may have under the California Labor Code, claims under state workers' compensation or unemployment laws or indemnification rights Plaintiff has against Released Parties, and/or any claims by Plaintiff that cannot be released by a private settlement agreement.

9.3 With regard to the Plaintiff's Released Claims, Plaintiff expressly waives all rights under California Civil Code section 1542, which states:

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

Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, but he shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Plaintiff's Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

X. ESCALATOR CLAUSE

The Gross Settlement Amount was calculated based on the understanding that as of November 17, 2023, there were approximately 46 employees with 4,292 workweeks in the Commissioned Employees Class and 277 employees with 36,246 workweeks in the California Employees Class. In the event the total workweeks through the conclusion of the Class Period is larger than the aggregate workweeks of 40,538 combined, the Gross Settlement Amount shall increase pro rata with a 7.5% grace margin (*e.g.*, if the aggregate workweek numbers as of the date of the close of the Class Period exceeds 43,579 by 1%, the Gross Class Settlement Amount shall increase by 1%), or at Defendants' option, the Class Period will end as of the date the total aggregate workweeks become 43,579.

XI. RIGHT TO REVOKE

1 11.1 **Defendants' Right to Revoke:** Defendants have the right in their sole and exclusive
2 discretion to terminate this Agreement and withdraw from the Settlement at any time prior to date
3 the Court enters the Final Approval Order on this Settlement if: (a) the Settlement is construed in
4 such a fashion (with the sole exception of Section 10 of this Agreement) that Defendants are required
5 to pay more than the Gross Settlement Amount; or (b) the Court denies Plaintiff's motion for
6 preliminary approval of the Settlement with prejudice; or (c) 8% or more of all Settlement Class
7 Members timely and validly request exclusion from the Settlement. In the event that Defendants
8 exercise their right to revoke the Settlement, Defendants shall be responsible for any and all costs
9 incurred by the Settlement Administrator to date as well as any filing fees incurred by Plaintiff for
10 any preliminary approval motions or other motions filed from the date of preliminary approval
11 through the date Defendants exercise their right to revoke.

12 11.2 **Termination of Settlement Agreement:** If the conditions of the Settlement set forth
13 in this Agreement are not satisfied, or if Defendants terminate the Agreement pursuant to Section
14 11.1, or if the Court does not enter the Final Approval Order as provided for in this Agreement, or if
15 appellate review is sought and on such review the Court's Final Approval Order is materially
16 modified or reversed, or if one or more of the terms of the Settlement is not approved, or the
17 Settlement with respect to one or more such terms is materially modified or reversed, then this
18 Settlement shall be canceled, terminated, and shall have no force or effect, and any class certified for
19 settlement purposes will be vacated. In such an event, the Parties shall first meet and confer in good
20 faith and attempt to further negotiate and resolve any issues. If the Parties are unable to reach a
21 resolution, then neither the Agreement, nor the settlement documents, nor the negotiations leading
22 to the Settlement may be used as evidence for any purpose, and Defendants shall retain the right to
23 challenge all claims and allegations in the Action, to assert all applicable defenses, and to dispute
24 the propriety of class certification on all applicable grounds. If the Effective Date does not occur
25 (due to failure of the Court to grant final approval or otherwise), or if this Settlement is terminated,
26 revoked, or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have
27 reverted to their respective status as of the date immediately prior to the execution of this Settlement.

28 **XII. COOPERATION**

1 12.1 The Parties shall cooperate fully with one another in seeking approval of the Court
2 of this Agreement and to use their respective best efforts to consummate the Settlement and cause
3 the Final Approval Order and Judgment to be entered and to become final. The Parties therefore
4 agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
5 documents, seek all necessary Court approvals, and do all other things necessary to consummate the
6 Settlement.

7 12.2 No Party to this Agreement shall seek to evade his or its good faith obligations to
8 seek approval and implementation of this Settlement by virtue of any ruling, order, governmental
9 report, or other development, whether in the Action, in any other litigation, or otherwise, that
10 hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect
11 to any claims or defenses or their relative bargaining power with respect to negotiating.

12 12.3 The Parties and their respective counsel of record deem this Settlement to be fair,
13 adequate, and reasonable, and have arrived at this Settlement after arms-length negotiations
14 considering all relevant factors, present and potential.

15 12.4 Other than as necessary to implement the Settlement, Plaintiff and Defendants shall
16 not initiate any publicity, disclosure, or contact with the media, or respond to any inquiry from the
17 media regarding the Settlement other than to confirm that the Action exists and has been resolved.
18 Class Counsel and Defense Counsel both agree that they shall not initiate any contact with the
19 media regarding the Settlement; however, both Class Counsel and Defense Counsel are entitled to
20 respond to any inquiries received from the media regarding the Settlement. The Parties agree that
21 the Settlement shall remain confidential until the preliminary approval motion is filed. However,
22 this paragraph shall not prevent Class Counsel from communicating with the Class Members and
23 Allegedly Aggrieved Individuals, or the Parties from communicating with the LWDA, the DLSE,
24 or the Court, as may be required in response to inquiries about the terms of this Settlement and/or
25 to fulfill their ethical responsibilities under the Settlement and to their respective clients. Moreover,
26 this paragraph shall not prevent Plaintiff and Class Counsel from effectuating notice, which shall
27 include the provision of notice to Class Members and Allegedly Aggrieved Individuals. For the
28 avoidance of any doubt, nothing in this Agreement also prevents or is intended to prevent Class

Counsel and Defense Counsel from listing or disclosing this Action by name in support of motions for appointments as class counsel, certification, attorneys' fees and costs, or the like.

12.5 Class Members and Aggrieved Employees do not need to sign this Agreement and upon the Effective Date are estopped from challenging the validity of this Agreement on the grounds that they did not sign the Agreement.

XIII. PLAINTIFF'S ADDITIONAL OBLIGATIONS

13.1 **Return of Defendants' Property**: Plaintiff agrees that within three (3) days of the Final Approval Order, he will have returned to the Defendants or will have destroyed all of Defendants' property, confidential information, trade secrets, or proprietary information that Plaintiff has in his possession (expressly excluded from this obligation are any documents that relate to Plaintiff's holding of employment that Plaintiff is permitted to keep in accordance with Labor Code Section 432, any of Plaintiff's disciplinary or leave documents, any documents which came from or constitute Plaintiff's personnel file, any documents which define or relate to Plaintiff's compensation, wages, or benefits, or any other documents that Plaintiff is expressly permitted to retain under any applicable law).

13.2 **Proprietary/Confidential Information**: Plaintiff warrants and agrees that he will continue to comply with any confidentiality agreements or similar documents (and all of their obligations to the maximum extent permitted by applicable California and federal law) that he signed during the course and scope of his employment with Defendants. Plaintiff also agrees to comply with the following paragraph regarding Confidentiality that Defendants allege was previously provided to Plaintiff to the maximum extent permitted by applicable California and federal law:

“[Plaintiff] must maintain the confidentiality of confidential information entrusted to [him] by the Company or other companies, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated. Unauthorized disclosure of any confidential information is prohibited. Additionally, [Plaintiff] should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the Company or another company, is

not communicated within the Company except to employees who have a need to know such information to perform their responsibilities for the Company.”

Plaintiff agrees that he will comply with all of his obligations under applicable California and/or federal law regarding his obligations with respect to Defendants’ trade secrets and proprietary information

XIV. MISCELLANEOUS PROVISIONS

14.1 All of the Parties have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel.

14.2 This Agreement may not be modified or amended, except in a writing that is signed by the respective counsel of record for the Parties and approved by the Court.

14.3 This Agreement and Exhibit A attached hereto constitute the entire agreement between the Parties concerning the subject matter hereof, and supersede and replace all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of the Agreement unless made in writing, signed by duly authorized representatives of all Parties, and approved in writing by a final order of the Court. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instance shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition.

14.4 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the Court. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted (or was principally responsible for drafting) this Agreement or any specific term or condition thereof. In any construction to be made of the Agreement, the Agreement shall not be construed against any party and the canon of contract interpretation set forth in California Civil Code section 1654 shall

not be applied.

14.5 The Settlement shall be binding upon and inure to the benefit of the Parties' respective successors, assigns, heirs, spouses, marital communities, executors, administrators and legal representatives. The Agreement and Settlement are not designed to and do not create any third-party beneficiaries either express or implied.

14.6 The Parties agree that they may consult an agreed-upon mediator to advise on disputes that may arise in connection with interpreting the terms of the Settlement. However, the mediator's opinions will be non-binding on the Parties and the Parties agree only the Court shall retain jurisdiction with respect to disputes that may arise in connection with interpreting the terms of the Agreement, and the implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of the Agreement.

14.7 Class Counsel represents that it has no present intention (as of the date of the execution of this Agreement) of representing any persons who are not Class Members with respect to SS&C and Intralinks for alleged violations of the wage and hour laws.

13.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. When each of the Parties has signed at least one such counterpart, this Agreement shall become effective and binding as to all of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures, including signatures made via DocuSign or a similar service, shall be deemed as effective as originals.

14.9 The Parties hereto 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 rights herein released and discharged except as set forth herein.

14.10 Each individual signing this Agreement warrants that he or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party (or parties) for which that individual signs.

1 14.11 Any notices or other documents that must or may be transmitted to Class Counsel
2 and/or Defendants' Counsel, pursuant to any section of this Agreement, shall be transmitted to the
3 addresses set forth in the definitions of Class Counsel and Defendants' Counsel, respectively, set
4 forth above.

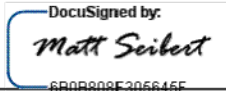
5 14.12 The Parties and all counsel acknowledge and agree that for the purposes of any
6 claims, actions, and/or proceedings arising out of this Agreement, notice provided to Class Counsel
7 shall be deemed to be notice to the Plaintiff.

8
9 **[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

10 **[SIGNATURE PAGE TO FOLLOW]**

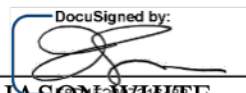
1 IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing
2 Settlement Agreement, accept and agree to the provisions contained in this Settlement
3 Agreement, and hereby execute it voluntarily and with full understanding of its consequences.
4

5
6 Dated: 9/18/2024, 2024

By: 
680B803F305645F...
MATTHEW SEIBERT
Representative Plaintiff

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8
9
10 Dated: Sept. 20, 2024

DEFENDANTS SS&C TECHNOLOGIES, INC. AND
INTRALINKS, INC.

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12 By: 
E220714448F...
JASON WHITE
As counsel and representative for SS&C
Technologies, Inc. and Intralinks, Inc.

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14
15 **APPROVED AS TO FORM AND CONTENT:**

16
17
18 Dated: 9/18/2024

VALLES LAW, P.C.

19
20 By: 
85B61AC58D1D403...
DANIEL VALLES
KAYLA M. RATHJEN
Attorneys for Plaintiff MATT SEIBERT and the
Settlement Class

21
22
23 Dated: 9/23/2024

ORRICK HERRINGTON & SUTCLIFFE LLP

24
25 By: 
JULIE A. TOTTEN
ANNIE H. CHEN
FRANK N. ZALOM
Attorneys for Defendants SS&C
TECHNOLOGIES, INC. and INTRALINKS, INC.

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Matt Seibert v. SS&C Technologies, Inc., et al.

United States District Court, Northern District of California

Case No. 3:23-cv-00279-AMO

The United States District Court for the Northern District of California authorized this Notice.

Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class and Private Attorneys General Act of 2004 (“PAGA”) action (“Action”) against SS&C Technologies, Inc. (“SS&C”) and Intralinks, Inc. (“Intralinks” and together with SS&C, “Defendants”) for alleged wage and hour violations. Plaintiff Matt Seibert (“Plaintiff”) filed this Action on behalf of himself and employees who worked for Defendants in California during the relevant time periods. Through this Action, Plaintiff seeks to represent two classes (collectively, “Class Members”):

Commissioned Employees Class: All current and former employees who worked for SS&C or Intralinks in the State of California who were eligible to earn commissions at any time between October 21, 2018, through [the date of preliminary settlement approval, or at Defendants’ option an earlier date pursuant to Section X of the Agreement] (the “Class Period”).

California Employees Class: All current and former employees who worked for SS&C or Intralinks in the State of California at any time during the Class Period.

Plaintiff also seeks to represent two PAGA groups (collectively, “Aggrieved Employees”):

Commissioned Aggrieved Employees: All current and former employees who worked for SS&C or Intralinks in the State of California who were eligible to earn commissions at any time between October 12, 2021, through [the date of preliminary settlement approval] (the “PAGA Period”).

California Aggrieved Employees: All current and former employees who worked for SS&C or Intralinks in the State of California at any time during the PAGA Period.

The proposed Settlement has two main parts:

(1) a “Class Settlement” releasing the Class Released Claims against Released Parties and requiring Defendants to fund Individual Class Payments. “Individual Class Payment” means the *pro rata* amount payable to you as allocated in Section 4 of this Notice.

(2) a “PAGA Settlement” releasing PAGA Released Claims against Released Parties and requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). “Individual PAGA Payment” means the *pro rata* amount payable to you as allocated in Section 4 of this Notice.

Based on Defendants' records, and the parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [REDACTED] workweeks during the Class Period, and you worked [REDACTED] workweeks during the PAGA Period**. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a Judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this
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	Settlement (Class Released Claims and PAGA Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED]	The amounts of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and PAGA Period, respectively. The number of workweeks you worked according to Defendants' records is stated on the second page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. <i>See</i> Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Corporate Development Account Executive of Intralinks. Plaintiff brought this Action against Defendants on behalf of (1) Defendants' California employees eligible for commissions and (2) all of Defendants' California employees for various wage and hour violations, including for failure to pay overtime, failure to provide meal and rest breaks, failure to pay minimum wages, failure to pay timely wages, failure to provide accurate itemized wage statements, failure to pay all wages upon discharge, unreimbursed business expenses, failure to provide timely access to employment records, unlawful business practices, penalties pursuant to PAGA, among other claims. Plaintiff is represented by attorneys in this action: Valles Law, P.C.

Defendants deny that they violated the law in any way. Defendants deny the factual and legal allegations in the Action and maintain that they have complied with all California wage-and-hour

laws, such that Plaintiff cannot recover any damages or penalties, including but not limited to civil penalties under PAGA. Defendants contend that Plaintiff's claims do not have merit and this Action is not appropriate for class or representative treatment and that, had this matter proceeded through litigation, it would be uncertifiable and unmanageable. Nonetheless, both sides recognize the distractions, risks, and costs associated with litigation and have therefore agreed to resolve the matter based upon the terms set forth in the proposed Settlement. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action or that the Action can or should proceed as a class or representative action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a Judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of the disputed claims. By agreeing to settle, Defendants do not admit any liability or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate; authorized this Notice; and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendants Will Pay \$1,550,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Plaintiff's Enhancement Award, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 10 days after the Effective Date (or, if that date falls on a weekend or holiday, the next calendar day thereafter). The Effective Date means the date that the Court's Judgment in the Action becomes final, and the Court's Final Order "becomes final" upon the last to occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal from the Court's Final Order.

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

- Up to \$516,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$15,000 as an Enhancement Award to Plaintiff for filing the Action, working with Class Counsel and representing the Class. An Enhancement Award is in addition to Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to \$25,000 to the Administrator for services administering the Settlement.
- Up to \$155,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period workweeks.

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") to Settlement Class Members in the form of a Settlement Check.

Individual Class Payments to California Employees Class: \$200,000 will be allocated to make Individual Class Payments to California Employees Class Members. Each Individual Class Payment will be calculated *pro rata* based on the number of Class Period workweeks.

Individual Class Payments to Commissioned Employees Class: After subtracting the Individual Class Payments to the California Employees Class, the remaining Net Settlement Amount will be allocated to make additional Individual Class Payments to Commissioned Employees Class Members. Each Individual Class Payment will be calculated *pro rata* based on the number of Class Period workweeks.

Taxes Owed on Payments to Class Members. For tax purposes, Individual Class Payments to the California Employees Class will be treated as non-wage reimbursement and penalty payments, reportable to the IRS on Form 1099. Individual Class Payments to the Commissioned Employees Class will be treated as 40% as wages, reportable to the IRS on Form W-2 and subject to withholdings, and 60% as interest and penalties, reportable to the IRS on Form 1099. Individual PAGA Payments will be treated as non-wage penalties and interest, reportable to the IRS on Form 1099.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be deposited with a *cy pres* beneficiary.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, email address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants alleged in the Action for the PAGA Period.

The Proposed Settlement Will Be Void if the Court Denies Final Approval. It is possible the Court does not enter the Final Approval Order, or a Judgment is not entered in the Action, or the conditions precedent are not met. Plaintiffs and Defendants have agreed that, in any of these cases, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Administrator. The Court has appointed a neutral company, CPT Group (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over the number of workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator may also answer any questions you may have. The Administrator will maintain a website at [REDACTED] (url), which will include links to important documents in this case, including the preliminary approval order, and motions for preliminary and final approval, among others. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the Class Released Claims against any Released Party under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit or other proceeding against Defendants or any Released Party for any Class Released Claims.

Released Party means Defendants and their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys,

consultants, insurers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates, and parents in their individual and corporate capacities.

Class Released Claims means the following Commissioned Employees Class Released Claims and California Employees Class Released Claims:

Commissioned Employees Class Released Claims means all federal, state and local law claims, rights, demands, liabilities, and causes of action that were or could have been asserted in the Action based on the same alleged facts in any complaint filed in the Action and arising during the Class Period, brought on behalf of the Commissioned Employees Class including, but not limited to, for alleged violations of California Labor Code sections 204, 210, 218.5, 226, 226.7, 246, 246.5, 248.5, 510, 512, 551, 552, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2751, or any claims based on the following allegations: failure to pay overtime; failure to provide meal breaks; failure to provide rest breaks; failure to pay minimum wages; failure to timely pay wages; failure to provide accurate itemized wage statements; failure to provide one days' rest in each seven (7) day period; failure to comply with California's sick leave laws, or violation of Cal. Bus. & Prof. Code sections 17200 et seq. by engaging in the foregoing conduct. Class Released Claims include all claims for unpaid wages, overtime wages, statutory penalties, civil penalties, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Labor Code, California Business & Professions Code, California Civil Code, and California Industrial Welfare Commission Wage Orders.

California Employees Class Released Claims means all federal, state and local law claims, rights, demands, liabilities, and causes of action that were or could have been asserted in the Action based on the same alleged facts in any complaint filed in the Action and arising during the Class Period on behalf of the California Employees Class, including, but not limited to, for alleged violations of California Labor Code sections 201, 202, 203, 221, 226(c), 300, 1174, 1174.5, 1198.5, 2800, and 2802, or any claims based on the following allegations: failure to pay all wages earned upon discharge; unreimbursed business expenses; failure to keep required payroll records; illegal collection and receipt for any part of wages paid; illegal assignment of wages without the assignment on a separate written instrument; failure to provide timely access to employment records; or violation of Cal. Bus. & Prof. Code sections 17200 et seq. by engaging in the foregoing conduct. Class Released Claims include all claims for unpaid wages, overtime wages, statutory penalties, civil penalties, damages of any kind, interest, attorneys' fees, costs, injunctive relief, restitution, and any other equitable relief under California statute, ordinance, regulation, common law, or other source of law, including but not limited to the California Labor Code, California Business & Professions Code, California Civil Code, and California Industrial Welfare Commission Wage Orders.

Aggrieved Employees' PAGA Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA Released Claims against any Released Party, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating

Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or be part of any other lawsuit or other proceeding against Defendants or any Released Party for any PAGA Released Claims.

PAGA Released Claims means the following Commissioned Aggrieved Employees PAGA Released Claims and California Aggrieved Employees PAGA Released Claims:

Commissioned Aggrieved Employees PAGA Released Claims means all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA on behalf of the Commissioned Aggrieved Employees during the PAGA Period based on the factual allegations and legal assertions made in the operative complaint or PAGA Notice, including but not limited to PAGA claims based on the underlying California Labor Code sections 204, 210, 218.5, 226, 226.3, 226.7, 248.5, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2751 or based on the following allegations: failure to pay minimum wage; failure to pay overtime; failure to provide one day's rest in each seven (7) day period; failure to comply with California's sick leave laws; employment for hours longer than those fixed by the Wage Order; failure to authorize and/or permit rest periods; failure to pay an additional hours of compensation earned for every shift a mandated rest period was denied; failure to provide required meal periods; failure to pay an additional hour of compensation earned for every shift a mandated meal period was denied; and violation of California's rules for commission plans.

California Aggrieved Employees PAGA Released Claims means all claims, demands, rights, liabilities, penalties, fees, and causes of action under PAGA on behalf of the California Aggrieved Employees during the PAGA Period based on the factual allegations and legal assertions made in the operative complaint or PAGA Notice, including but not limited to PAGA claims based on the underlying California Labor Code sections 201, 202, 203, 221, 226(c), 226(f), 246, 246.5, 300, 1198.5, 2800, and 2802, or based on the following allegations: failure to pay all wages earned upon discharge; unreimbursed business expenses; failure to keep required payroll records; illegal collection and receipt for any part of wages paid; illegal assignment of wages without the assignment on a separate written instrument; and failure to provide timely access to employment records.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate the amount due to each individual Participating Class Member, which will be made from the Net Settlement Amount, as follows:

Individual Class Payments to California Employees Class: \$200,000 will be allocated to make Individual Class Payments to California Employees Class Members. Each Individual Class Payment will be calculated *pro rata* based on the number of Class Period workweeks.

Individual Class Payments to Commissioned Employees Class: After subtracting the Individual Class Payments to the California Employees Class, the remaining Net Settlement Amount will be allocated to make additional Individual Class Payments to Commissioned Employees Class Members. Each Individual Class Payment will be calculated *pro rata* based on the number of Class Period workweeks.

Individual PAGA Payments. The Administrator will calculate the amount due to each Aggrieved Employee, which will be made from the \$38,750 allocated to fund Individual PAGA Payments, as follows:

Individual PAGA Payments to California Aggrieved Employees: \$9,687.50 will be allocated to make Individual PAGA Payments to California Aggrieved Employees. Each Individual PAGA Payment will be calculated *pro rata* based on the number of workweeks each California Aggrieved Employee has during the PAGA Period.

Individual PAGA Payments to Commissioned Aggrieved Employees: \$29,062.50 will be allocated to make additional Individual PAGA Payments to Commissioned Aggrieved Employees. Each Individual PAGA Payment will be calculated *pro rata* based on the number of workweeks each Commissioned Aggrieved Employee has during the PAGA Period.

Workweek Challenges. The number of workweeks you worked during the Class Period and PAGA Period, according to Defendants' records, are stated in the second page of this Notice. You have until [REDACTED] to challenge the number of workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' number of workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, mailing address, telephone number, and email address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Matt Seibert v. SS&C Technologies, Inc., et al.*, Case No. 3:23-cv-00279-AMO, and include your identifying information (full name, mailing address, telephone number, email address, and approximate dates of employment). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

All Participating Class Members have the right to object to any aspect of the Class Settlement, but not the PAGA Settlement. If you are a Participating Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number *Matt Seibert v. SS&C Technologies, Inc., et al.*, Case No. 3:23-cv-00279-AMO, (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, and (c) be filed or postmarked on or before [REDACTED].

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at (time) in Courtroom 10 located at 450 Golden Gate Ave., San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom (Link: [https://cand-uscourts.zoomgov.com/j/1603329440?pwd=OW1ZZWZklySHBMcStTVdZvZDJoUT09](https://cand-uscourts.zoomgov.com/j/1603329440?pwd=OW1ZZWZklySHBMcStTVdZvZDJoUT09;); Webinar ID: 160 322 9440; Password: 426303). Check the Court's website for the most current information.

It's possible the date and time of the Final Approval Hearing may change without further notice. You should check the Administrator's website located at (url) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

This notice summarizes the proposed Settlement. For the precise terms of the Settlement, please see the Agreement available at (url), by contacting Class Counsel whose contact information is listed below, by accessing the Court docket in this case, for a fee, through the Court's PACER system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Class Counsel

VALLES LAW, P.C.

Daniel Valles

dan@valles.law

Kayla M. Rathjen

kayla@valles.law

1230 Rosecrans Avenue, Suite 300

Manhattan Beach, CA, 90266

Telephone: (415) 234-0065

Facsimile: (510) 369-2075

Settlement Administrator

CPT Group

[Contact information]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.