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AND ALL OTHERS SIMILARLY SITUATED

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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

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

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

I. CONDITIONAL NATURE OF SETTLEMENT

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

Furthermore, in the event that 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 for any reason, this Settlement shall be deemed void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the Agreement shall remain subject to the provision of in Federal Rule of Evidence 408 and any other analogous rules of evidence that might apply.

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

Counsel agree that Defendants retain and reserve these rights.

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

II. DEFINITIONS

2.1 "**Agreement**" means this agreement entered into by the Parties to effectuate the terms of the Settlement.

2.2 "**Aggrieved Employees**" means:

2.2.1 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 12, 2021, through the date of preliminary settlement approval ("**Commissioned Aggrieved Employees**"); and

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

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

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

2.4 "**Class Counsel**" means:

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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:

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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 appeal from the Court's Final Order.

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

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

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

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

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 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.

2.28.2 "**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.

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

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

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.

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

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

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

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

IV. DEFENDANTS' DENIAL OF LIABILITY

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

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

V. PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT

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

VI. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

7.3 **<u>Settlement Administration Costs</u>**: 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 **<u>Enhancement Award to Plaintiff</u>**: 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 **<u>PAGA Penalties; LWDA Payment; Net Settlement Amount</u>**: 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

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

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

7.9 **Taxes on Individual Class Settlement Payments**: Individual Class Settlement Payments to California Employees Class members will be treated as non-wage reimbursement and penalty payments, reportable to the Internal Revenue Service on Form 1099. Individual Class Settlement Payments to Commissioned Employee Class members will be treated as 40% as wages, reportable to the Internal Revenue Service on Form W-2 and subject to withholdings, and 60% as interest and penalties, 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 agree that the Plaintiff and any Settlement Class Member who receives any Individual Class Settlement Payment pursuant to this Agreement shall be solely responsible for any and all tax obligations associated with such receipt.

VIII. ADMINISTRATION OF SETTLEMENT

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

8.2 **Motion for Final Approval of Settlement Agreement**: At least seven (7) calendar days before the filing deadline for the Motion for Final Approval, Plaintiff will provide drafts of the Memorandum of Points and Authorities and supporting documents to Defendants so that Defendants have an opportunity to review and provide commentary. The Parties will ask the Court to maintain jurisdiction of this matter for the purposes of monitoring compliance with and performance under this Agreement and any and all orders and judgments, including the Judgment entered by the Court, as well as any potential disputes related to these matters.

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

8.4 **Establishment and Funding of the QSF**: The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treasury Regulation § 1.468B-1 (26 C.F.R. §§ 1.468B-1 *et seq.*) and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and administer a settlement account in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treasury Regulation § 1.468B-1; (2) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF; and (3) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included in the costs of administering the QSF and as Settlement Administration Costs. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this section of the Agreement.

8.5 **Class Information**: For each Class Member, Defendants will provide the Settlement Administrator with the following data from their records, to the extent available: (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. For each Aggrieved Employee, Defendants will provide the Settlement Administrator with the following data from their records, to the extent available: (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. Defendants will provide the Class Information to the Settlement Administrator within 15 calendar days (or, if that date falls on a weekend or holiday, the next court day thereafter) after the Court enters an order granting preliminary approval of the Settlement. Class Information shall be used by the Settlement Administrator solely for the purpose of notifying the Class Members and Aggrieved Employees. The Settlement Administrator shall utilize Reasonable Address Verification Measures which may include running the mailing addresses provided through the National Change of Address database and using Updated Addresses for each Class Member and Aggrieved Employee when mailing Class Notices.

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

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

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

8.7 **Opting Out, Objecting, Disputing Workweeks**: Class Members will have sixty (60) calendar days from the Notice Date to opt out of or object to the non-PAGA portion of the Settlement, or to dispute their Eligible Workweeks, unless extended by the Court (the "**Response Deadline**"). The Response Deadline for Class Members whose Class Notice was remailed will be sixty (60) calendar days after the Notice Date, or fifteen (15) calendar days after the Re-Notice Date, whichever date is later. The Settlement Administrator will inform the Class Member of the extended deadline with the remailed Class Notice. Class Members may dispute their workweeks by timely submitting information to the Settlement Administrator and may notify the Settlement Administrator of any objections to the Settlement. Class Members may submit workweek disputes, requests for exclusion, and objections to the Settlement Administrator by email, mail, or fax. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel any workweek disputes, opt-out requests, or objections to the Settlement within five (5) days of receiving such dispute, request, or objection. In the event of a dispute over a Class Member's Eligible Workweeks, Defendants will investigate the dispute and determine whether any correction to the number of Workweeks for the Class Members raising the dispute should be made and will then notify the Settlement Administrator of their determination. Defendants' Counsel will notify Class Counsel of Defendants' determination regarding such disputes submitted to the Settlement Administrator, but will keep all contact information private. The Settlement Administrator will notify Class Members of Defendants' final determination regarding their workweek disputes by mail. In no case will a dispute regarding the number of Workweeks result in a payment by Defendants in excess of the Gross Settlement Amount.

8.8 **Distribution of Gross Settlement Amount**:

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

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

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

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

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

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

IX. RELEASED CLAIMS

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

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

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

9.4 **General Release by Plaintiff**: As consideration for the Enhancement Award, upon the Effective Date, Plaintiff, on behalf of himself and each of his respective heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from all claims or causes of action of any type whatsoever, whether known or unknown, arising out of or related to (i) the Action or (ii) Plaintiff's employment with or separation of employment from either SS&C or Intralinks, including but not limited to any and all claims for wrongful discharge; termination in violation of public policy; discrimination; harassment; retaliation; failure to provide reasonable accommodation; failure to engage in a good faith interactive process; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits; any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 1981 of U.S.C. Title 42; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974 (regarding unvested benefits); the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act, except as prohibited by law; the Sarbanes-Oxley Act of 2002; the National Labor Relations Act; the Uniform Services Employment and Reemployment Rights Act; the Genetic Information Nondiscrimination Act; the Immigration Reform and Control Act; the California Family Rights Act; the California Labor Code; the California Industrial Welfare Commission Wage Orders; the California Business & Professions Code; and the California Fair Employment and Housing Act; any and all claims for violation of the federal, or any state, constitution; any and all claims arising out of any other laws and regulations relating to employment or employment discrimination, harassment or retaliation; any and all claims for monetary recovery and personal or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on the claims (the "Plaintiff's Released Claims"). Nothing in this Agreement shall be construed to prohibit Plaintiff from (i) filing a charge or complaint with the Equal Employment Opportunity Commission or any other federal, state or local administrative or regulatory agency, or (ii) participating in any investigation or proceedings conducted by the Equal Employment Opportunity Commission or any other federal, state or local administrative or regulatory agency. However, Plaintiff expressly waives the right to any relief of any kind in the event that the Equal Employment Opportunity Commission or any other federal, state or local administrative or regulatory agency pursues any claim on Plaintiff's behalf that Plaintiff has 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

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

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

XII. COOPERATION

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

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

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

12.4 Other than as necessary to implement the Settlement, Plaintiff and Defendants shall not initiate any publicity, disclosure, or contact with the media, or respond to any inquiry from the media regarding the Settlement other than to confirm that the Action exits and has been resolved. Class Counsel and Defense Counsel both agree that they shall not initiate any contact with the media regarding the Settlement; however, both Class Counsel and Defense Counsel are entitled to respond to any inquiries received from the media regarding the Settlement The Parties agree that the Settlement shall remain confidential until the preliminary approval motion is filed. However, this paragraph shall not prevent Class Counsel from communicating with the Class Members and Allegedly Aggrieved Individuals, or the Parties from communicating with the LWDA, the DLSE, or the Court, as may be required in response to inquiries about the terms of this Settlement and/or to fulfill their ethical responsibilities under the Settlement and to their respective clients. Moreover, this paragraph shall not prevent Plaintiff and Class Counsel from effectuating notice, which shall include the provision of notice to Class Members and Allegedly Aggrieved Individuals. For the 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.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

Dated: 9/18/2024, 2024

By: DocuSigned by: Matt Seibert 6B0B808F305645F...

MATTHEW SEIBERT
Representative Plaintiff

Dated: Sept. 20, 2024

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

By: DocuSigned by:

JASON WHITE
As counsel and representative for SS&C Technologies, Inc. and Intralinks, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 9/18/2024

VALLES LAW, P.C.

By: DocuSigned by: 85B61AC5BD1D493...

DANIEL VALLES
KAYLA M. RATHJEN
Attorneys for Plaintiff MATT SEIBERT and the Settlement Class

Dated: 9/23/2024

ORRICK HERRINGTON & SUTCLIFFE LLP

By: Julie A. Totten

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