Exhibit 1

CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT

This hybrid Class, FLSA Collective Action and PAGA Settlement and Release Agreement ("Settlement" or "Agreement") is entered into between Plaintiffs Stephanie Hanson and Whitney Loy ("Plaintiffs") on behalf of themselves and the Settlement Class, as defined herein[1], and Intel Corporation ("Intel" or "Defendant"), subject to the terms and conditions hereof and the approval of the Court. Plaintiffs and Intel are referenced collectively herein as "the Parties."

RECITALS

WHEREAS, on December 6, 2023, Class Counsel sent Intel a letter in which they asserted claims on behalf of Plaintiffs and Putative Claimants, and in which they invited Intel to engage in an exchange of information and settlement negotiations;

WHEREAS, on September 9, 2024, the Parties participated in a full-day mediation with the assistance of an experienced mediator, Dennis Clifford, however, the Parties were unable to resolve the claims at that time; and

WHEREAS, based on the settlement discussions at mediation and ongoing settlement discussions thereafter with the continued assistance of the mediator, and based upon their analysis and evaluation of a number of factors, and recognizing the risks of litigation, the Parties reached agreement on a resolution of Plaintiff's claims on a class, collective, and PAGA-wide basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the claims on the following terms and conditions:

1. DEFINITIONS

1.1 "Agreement" or "Settlement" means the terms set forth in this current agreement.

1.2 "Attorneys' Fees" means the fees for work performed by Class Counsel and approved for reimbursement by the Court as set forth in Section 7.3 of this Agreement.

1.3 "Action" means the civil action to be filed in New York Supreme Court, Suffolk County, regarding the claims to be settled and released through this Settlement.

1.4 "California PAGA Period" means February 4, 2024 through April 10, 2025.

1.5 "California Relevant Period" means April 10, 2021 through April 10, 2025 as pertaining to Putative Class Members and the time period of February 21, 2021 through April 10, 2025 as pertaining to Plaintiff Stephanie Hanson.

1.6 "Settlement Administrator" or "Administrator" means Analytics Consulting LLC, who was selected by Class Counsel subject to Defendant's approval.

[1] Capitalized terms are defined in Section 1 unless otherwise noted.

1.7 "Class Counsel" means:

Outten & Golden LLP,
685 Third Avenue, 25th Floor,
New York, NY 10017

and

Shavitz Law Group, P.A,
622 Banyan Trail, Suite 200,
Boca Raton, FL 33431.

1.8 "Class Fund" means 22% of the Net Fund minus the $100,000 PAGA Amount.

1.9 "Class List" means the list of all Claimants, including their names, last known personal addresses, last known personal telephone numbers, last known personal e-mail addresses (where personal e-mail addresses are available in Defendant's business records as maintained in the ordinary course of business), social security numbers, dates and locations (State) of employment, dates of exempt or non-exempt status, RSU grant date(s), and RSU vesting date(s), of each Claimant.

1.10 "Claim Form" means the form that Putative Collective Members must return to become Participating Collective Members. The Claim Form is attached as **Exhibit C** to this Agreement.

1.11 "Collective Fund" means 78% of the Net Fund.

1.12 "Court" means New York Supreme Court, Suffolk County.

1.13 "Complaint" means the class, collective, and PAGA action complaint filed to initiate the Action.

1.14 "Cy Pres" means Make the Road New York.

1.15 "Day" means calendar day, unless expressly stated otherwise.

1.16 "Defendant" or "Intel" means Intel Corporation.

1.17 "Defendant's Counsel" means:

Jackson Lewis
50 California Street, 9th Floor
San Francisco, CA 94111

1.18 "Effective Date" means the first date the Court's Final Approval Order is no longer appealable, which shall be thirty-one (31) days after the Parties' Final Approval Motion is granted by the Court if no timely appeal of such order is filed, or if an appeal is filed, the date on which such appeal is finally resolved, the remittitur issued, and no further timely appeal may be taken.

1.19 "Eligible Workweeks" means any weeks worked by Putative Class Members and/or Putative Collective Members during the Relevant Period for which the individual Putative Class Member and/or Putative Collective Member's vested RSUs were meant to compensate.

1.20 "Eligible Pay Periods" means any pay periods worked by PAGA Members during the California PAGA Period for which the individual PAGA Member's vested RSUs were meant to compensate.

1.21 "Employer Payroll Taxes" means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the settlement payment in this Action, including but not limited to FICA, FUTA, and SUTA obligations.

1.22 "Fairness Hearing" means the hearing before the Court relating to the Motion for Final Approval of the Agreement

1.23 "Final Approval Motion" means the motion filed by Class Counsel requesting the Court enter a Final Approval Order, (i) approving the terms and conditions of this Agreement, (ii) authorizing the distribution of the Notice of Settlement Approval and Claim Form to Putative Collective Members, (iii) authorizing distribution of the Settlement Checks and General Release Payments, (iv) approving distribution of Attorneys' Fees and Litigation Expenses, and (v) dismissing the Action.

1.24 "Final Approval Order" means an Order entered by the Court after the completion of the Fairness Hearing, (i) approving the terms and conditions of this Agreement, (ii) authorizing the distribution of the Notice of Settlement Approval and Claim Form to Putative Collective Members, (iii) authorizing distribution of the Settlement Checks and General Release Payments, (iv) approving distribution of Attorneys' Fees and Litigation Expenses, and (v) dismissing the Action, as detailed further in Section 6.2, below.

1.25 "FLSA Relevant Period" means April 10, 2022 through April 10, 2025 as pertaining to Putative Collective Members and the time period of February 21, 2021 through April 10, 2025 as pertaining to Plaintiff Whitney Loy.

1.26 "General Release Payment" means the awards the Court approves to be paid to each Plaintiff of up to Ten Thousand Dollars ($10,000.00) in recognition of their service to the Putative Claimants and as specific consideration in exchange for a general release of Plaintiffs' individual claims.

1.27 "Individual Settlement Payments" means the amount calculated to be due to each Putative Claimant and to be issued to each Participating Claimant, which shall be calculated as described in Section 7.5 of this Agreement.

1.28 "Litigation Expenses" means the expenses and costs of litigation incurred by Class Counsel as detailed in their billing statement and approved for reimbursement by the

Court as set forth in Section 7.3 of this Agreement.

1.29 "LWDA" means the California Labor and Workforce Development Agency.

1.30 "Net Fund" means the Total Gross Fund less Court-approved Class Counsel's Attorneys' Fees and Litigation Expenses, Settlement Administration Costs, and the General Release Payments to Plaintiffs. To the extent the Court does not approve the full requested amount of Attorneys' Fees, Litigation Expenses, Settlement Administration Costs, or the General Release Payments, the Net Fund will increase accordingly.

1.31 "Notices" shall mean the Notice of Preliminary Settlement Approval and Notice of Settlement Approval.

1.32 "Notice Confirming Class Participation" means the notice issued to Participating Class Members following the close of the Opt-out Period, in the same or substantially the same form as set forth in **Exhibit F** to this Agreement, pending approval by the Court.

1.33 "Notice of Preliminary Approval of Settlement" means the notice of this Settlement to be provided to Putative Class Members, in the same or substantially same form as set forth in **Exhibit A** to this Agreement, pending approval by the Court.

1.34 "Notice of Settlement Approval" means the notice of this Settlement to be provided to Putative Collective Members, in the same or substantially same form as set forth in **Exhibit B** to this Agreement, pending approval by the Court.

1.35 "Opt-in Period" means the sixty (60) day period beginning immediately after the Settlement Administrator issues the Notice of Settlement Approval, during which Putative Collective Members may submit a Claim Form to participate in and be bound by the Settlement and receive a Settlement Check.

1.36 "Opt-out Period" means thirty (30) day beginning immediately after the Settlement Administrator issues the Notice of Preliminary Approval of Settlement during which Putative Class Members may opt-out or object to the Settlement.

1.37 "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698 *et seq.*

1.38 "PAGA Amount" means the $100,000 from the Class Fund in full satisfaction of all claims for PAGA civil penalties, 65% of which will be payable to the LWDA, and the remaining 35% of which will be payable to PAGA Members calculated in accordance with the formula in Section 7.5(C).

1.39 "PAGA Check Enclosure Letter" means the letter attached hereto as **Exhibit E** which the Settlement Administrator shall mail to PAGA Members together with the Settlement Check for the PAGA Member's PAGA Amount.

1.40 "PAGA Member" means all current and former non-exempt, hourly employees employed by Defendant in California at any time during the California PAGA Period, and who during such time had RSUs issued by Intel vest.

1.41 “Participating Class Member” means any Putative Class Member who does not validly opt-out of the Settlement.

1.42 “Participating Claimants” means all PAGA Members, Participating Class Members, and Participating Collective Member.

1.43 “Participating Collective Members” means any Putative Collective Members who submits a Claim Form within the Opt-In Period or Re-mailing Opt-In Period.

1.44 “Parties” mean Plaintiffs and Intel.

1.45 “Plaintiffs” means Whitney Loy and Stephanie Hanson.

1.46 “Preliminary Approval Motion” means the motion filed by Class Counsel requesting preliminary approval of the Settlement, authorizing the distribution of Notice of Preliminary Approval of Settlement to the Putative Class Members, and requesting a date for a final Fairness Hearing for final approval of the Settlement. A Proposed Preliminary Approval Order will be attached as an exhibit to the Preliminary Approval Motion.

1.47 “Preliminary Approval Order” means the Order entered by the Court: (i) preliminarily approving the terms and conditions of this Agreement; (ii) directing the manner and timing of providing the Notice of Preliminary Approval of Settlement to the Putative Class Members; and (iii) setting the dates and deadlines for effectuating settlement, and (iv) scheduling the Fairness Hearing.

1.48 “Putative Claimants” means all Putative Collective Members, Putative Class Members, and PAGA Members.

1.49 “Putative Class Members” means all current and former non-exempt, hourly employees employed by Defendant in California at any time during the California Relevant Period, and who during such time had RSUs issued by Intel vest.

1.50 “Putative Collective Members” means all current and former non-exempt, hourly employees employed by Defendant in the United States outside of California at any time during the FLSA Relevant Period, and who during such time had RSUs issued by Intel vest.

1.51 “QSF” or “Qualified Settlement Fund” means the fund established by the Settlement Administrator for the benefit of the Putative Claimants and from which the Individual Settlement Payments shall be paid.

1.52 “Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, division, concepts, related or affiliated companies, shareholders, owners, members, officers, directors, employees, agents, successors, assigns, RSU plan or administrator, and any other individual or entity that could be liable for any of the claims released through this Settlement.

1.53 “Relevant Period” means the California PAGA Period (as it relates to PAGA Members), the California Relevant Period (as it relates to Putative Class Members and Participating Class Members), and the FLSA Relevant Period (as it relates to Putative Collective Members and Participating Collective Members).

1.54 “Re-mailing Opt-in Period” means the period thirty (30) days from any re-mailing of the Notice of Settlement Approval during which Putative Collective Members who are sent a re-mailed Notice may submit their claim form.

1.55 “Reminder” means the documents entitled “Important Reminder About Intel Settlement,” attached as **Exhibit C**.

1.56 “RSUs” means Restricted Stock Units issued by Defendant.

1.57 “Settlement Check” means the check issued to Participating Claimants for their share of the Net Fund calculated in accordance with this Agreement.

1.58 “Total Gross Fund” means the Five Million Dollars and Zero Cents ($5,000,000.00) which is the amount that Defendant has agreed to pay to fully resolve and settle these claims, and includes all state and federal Wage and Hour claims of all Putative Claimants arising out of or related to Defendant’s issuance of RSUs and the allegation that Defendant failed to include the value of RSUs in Putative Claimants’ regular rates of pay for, for example, overtime wage pay purposes, all Attorneys’ Fees and Litigation Expenses of Class Counsel, General Release Payments, the expenses of the Settlement Administrator, and payments to PAGA Members and the LWDA to effectuate a release of California PAGA claims. The Total Gross Fund does not include Employer Payroll Taxes.

2. BINDING AGREEMENT

2.1 This Agreement is a binding agreement and contains all material terms.

3. APPLICATION FOR PRELIMINARY APPROVAL

3.1 **Timing.** On June 5, 2025 Class Counsel filed a PAGA Notice of California Labor Code Claims against Defendant (“PAGA Notice”) with the LWDA. If after the 60-day waiting period required under Cal. Lab. Code § 2699.3(2)(A) the LWDA does not contact Class Counsel notifying them of its intent to investigate, Class Counsel shall file the Complaint and Preliminary Approval Motion 65 days after the date Class Counsel filed the PAGA Notice. No less than seven days before filing the Complaint, Class Counsel shall circulate the draft Complaint to Defendant for Defendant’s review as to the consistency of the draft Complaint with the Settlement.

3.2 **Content**. The Preliminary Approval Motion shall include: (i) the proposed Notice of Preliminary Approval attached hereto as Exhibit A; (ii) a proposed order granting such preliminary approval and setting a hearing for final approval; and (iii) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying a Class under Fed. R. Civ. P. 23, for settlement purposes only, and preliminarily approving the Agreement. The Preliminary Approval Motion seeks approval of the Notice of Preliminary Approval of Settlement and setting of the Opt-out Period for Putative Class Members to object to or opt-out of this Agreement, and any other document consistent with the Settlement and reasonably necessary to obtain the Court's preliminary approval of the Settlement. Class Counsel shall circulate the draft Preliminary Approval Motion to Defendant for Defendant's comment no less than five days before the filing date for the Preliminary Approval Motion.

3.3 **Related LWDA Filings**. On the same date that Class Counsel files the Preliminary Approval Motion, Class Counsel shall also submit a copy of the Complaint and this Settlement to the LWDA in accordance with Labor Code section 2699(s)(1) & (2). Class Counsel shall also comply with Labor Code section 2699(s)(3) and submit any other materials to the LWDA that is required to effectuate the Settlement of the PAGA claims under the California Labor Code.

4. SETTLEMENT ADMINISTRATOR

4.1 **Retention.** Class Counsel has selected Analytics Consulting LLC to serve as Settlement Administrator, with Defendant's approval.

4.2 **Settlement Administration Costs.** The Settlement Administrator's costs and expenses, not to exceed $80,000.00, shall be paid from the Total Gross Fund.

4.3 **Responsibilities of the Settlement Administrator.** The Settlement Administrator shall be responsible for: preparing, printing, and disseminating to Putative Claimants the Notices, Claim Forms, and Reminders, as applicable and as provided herein; performing a skip trace up to two (2) times and resending, within one day of receipt, any Notices and Claim Form returned without a forwarding address or resending to those with a new forwarding address; responding to requests or communications made by the Parties; preparing, monitoring, and maintaining a website where Putative Claimants can review additional information regarding the Settlement; promptly furnishing to counsel for the Parties copies of any Objections and Opt-out Statements that the Settlement Administrator receives; receiving, retaining, and reviewing the Claim Forms submitted by Participating Collective Members; providing counsel for the Parties with copies of all Claim Forms submitted by Participating Collective Members; keeping track of Opt-out Statements, Objections, or otherwise, including maintaining the original mailing envelope in which the request was mailed; providing Class Counsel with a list of the names, addresses, and contact information for Participating Collective Members who do not affirmatively request that their contact information be excluding from production to Class Counsel, and for Participating Class Members who authorize the disclosure of their contact information to Class Counsel; preparing, sending, and/or wire transferring Class Counsel's approved Attorneys' Fees and Litigation Expenses; mailing the General

Release Payments in accordance with this Agreement and the Final Approval Award; remitting required amounts to the LWDA pursuant to the provisions of PAGA and the terms of this Agreement; referring to Class Counsel all inquiries by Putative Claimants regarding matters not within the Settlement Administrator's duties specified herein; responding to inquiries of Class Counsel and Defendant's Counsel consistent with the Settlement Administrator's duties specified herein; promptly apprising counsel for the Parties of the activities of the Settlement Administrator; maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Claim Forms, returned mail and other communications and attempted written or electronic communications with Putative Claimants, confirming in writing to Class Counsel and Defendant's Counsel its completion of the administration of the Agreement; timely responding to communications from the Parties and their counsel; calculating the Individual Settlement Payments; reporting on the status of the Settlement to the Parties on a weekly basis; notifying counsel for all Parties of all timely and untimely submissions; providing a compliance affidavit in connection with the Final Approval Motion; providing Defendant's Counsel with a redacted photocopy of each endorsed Settlement Check; locating Putative Claimants, including calling Putative Claimants, if necessary; establishing and administering the QSF; calculating and paying, as provided herein, all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms for Participating Claimants; handling the California unclaimed property process for any uncashed Settlement Checks issued to PAGA Members; distributing to the Cy Pres for any uncashed Settlement Checks issued to Participating Class Members; and such other tasks as set forth herein, or as the Parties mutually agree.

4.4 **Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator throughout the claims administration period. Defendant shall provide the Settlement Administrator with the information necessary to calculate the estimated Individual Settlement Payments for the Putative Claimants, including the Class List, after preliminary approval; and again, after final approval, for Participating Claimants.. Although Class Counsel shall not have access to contact information for Putative Claimants, Class Counsel shall be entitled to contact information for Participating Collective Members who do not affirmatively request that their contact information be excluding from production to Class Counsel, and for Participating Class Members who authorize the disclosure of their contact information to Class Counsel. Both Parties shall reasonably assist the Settlement Administrator in locating Putative Claimants and Participating Claimants.

5. NOTICE AND CLAIM FORMS TO CLASS AND COLLECTIVE MEMBERS

5.1 **Class List and Settlement Administrator Calculations.** Within seven (7) days of the date of the Preliminary Approval Order, Defendant's Counsel shall provide the Settlement Administrator with the Class List. Within ten (10) days after the Settlement Administrator receives the list from Defendant, the Settlement Administrator will calculate each Putative Claimant's Individual Settlement Award and the total Eligible Workweeks and Eligible Pay Periods at issue, as applicable, and will provide the numbers, including the underlying formulas, to the Parties. As it pertains to Putative Claimants, Class Counsel shall be entitled to review an anonymized list of names, work state(s), and grant date, vesting date.

5.2 **Skip Trace and Re-mailing.** Any Notices returned undeliverable shall be traced up to two times to obtain a new address and be re-mailed by First Class U.S. Mail. The Settlement Administrator will use all commercially reasonable means to confirm the mailing address and e-mail address of Putative Claimants, and obtain new mailing or e-mail addresses as necessary. In the event that any Notices mailed to a Putative Class Member or Putative Collective Member is returned as undeliverable, the Settlement Administrator shall attempt to obtain the correct mailing address of such person, including up to two (2) skip traces, and shall attempt a re-mailing provided it obtains a more recent address. The Settlement Administrator shall also mail and/or e-mail Notices to any Putative Claimants who contacts the Settlement Administrator or Class Counsel during Opt-out and/or the Opt-In Period, as applicable, requesting a copy of the applicable Notices.

5.3 For the purposes of this Agreement, Plaintiffs Stephanie Hanson and Whitney Loy are deemed to be Participating Claimants, as relevant, and are not required to file a Claim Form.

5.4 **Class Member Notice Process:**

(A) **Timing of Notice.** The Settlement Administrator will issue to all Putative Class Members a Notice of Preliminary Approval of Settlement within twenty-one (21) days of the Court's entry of the Preliminary Approval Order.

(B) **Notices to Class Members.** The Settlement Administrator will issue to all Putative Class Members a Notice of Preliminary Approval of Settlement, which will also discuss resolution of the PAGA Members' claims, via First Class U.S. Mail, advising them of: (i) the relevant settlement terms and Individual Settlement Payment applicable to the recipient; (ii) their ability to opt-out of the Settlement, in compliance with the process set out in Section 5.4(C), below; and (iii) their right to timely assert an objection to the Settlement in compliance with the process set out in Section 5.4(D), below. Putative Class Members who do not timely and validly opt-out within the thirty (30) day Opt-out Period will participate in and be bound by the Settlement and receive a Settlement Check. Only Participating Class Members have standing to assert an objection to the Settlement.

(C) **Class Member Opt-Outs**

i. Putative Class Members who choose to opt-out of the Settlement as set forth in this Agreement must mail via First Class U.S. Mail or e-mail, a written, signed statement to the Settlement Administrator that states they are opting out of the Settlement, and include their name, address, telephone number, and a statement indicating their intention to opt-out, such as: "I opt out of the Intel wage and hour settlement." ("Opt-out

Statement"). To be effective, an Opt-out Statement must be post-marked or otherwise received before the end of the Opt-out Period, and must be signed by the Putative Class Member. Opt-out Statements must be exercised individually by the Putative Class Member. Attempted collective group, class, or subclass requests for exclusion or Opt-out Statements shall be ineffective and disregarded by the Settlement Administrator.

ii. Plaintiffs may not opt-out or otherwise seek to be excluded from the Settlement or the Agreement.

iii. Notwithstanding the submission of a timely Opt-out Statement, Putative Class Members will still be bound by the Settlement and release of the PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Opt-out Statements and/or requests for exclusion do not apply to the PAGA claims released herein, and will not be effective to preclude the release of the PAGA claims.

iv. The Settlement Administrator will stamp the received date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Defendant's Counsel not later than three (3) business days after receipt. The Settlement Administrator shall provide all Opt-out Statements in its compliance affidavit to be filed with the Application for Final Approval. The Settlement Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement and only after the Settlement Administrator provides the Parties ten (10) days' notice of its intention to delete such files.

v. Individual Settlement Payments of Putative Class Members who opt-out will be redistributed to Participating Class Members.

(D) **Objections to the Settlement.**

i. Participating Class Members who wish to present objections to the Settlement or the Agreement at the Fairness Hearing must first do so in writing ("Objection"). To be considered, such Objection must be mailed or e-mailed to the Settlement Administrator and post-marked or otherwise received by the end of the Opt-out Period. The Objection must include all reasons for objection to the Settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Class Member making the objection (the "Objector"). The Objection must be signed by the Objector. Objections must be exercised individually by the Class Member.

Attempted collective group, class, or subclass Objections shall be ineffective and disregarded by the Settlement Administrator.

ii. The Settlement Administrator will stamp the date received on the original and send copies of each Objection, supporting documents, as well as a copy of the Notice mailed to the Objector, to Class Counsel and Defendant's Counsel by e-mail no later than three (3) days after receipt of the objection. Only Participating Class Members have standing to assert an objection to the Settlement.

iii. An Objector has the right to appear at the Fairness Hearing either on their own behalf or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state their intention to do so in writing on their written Objection at the time they submit their written Objection. An Objector may withdraw their Objection at any time.

(E) **Notice Confirming Class Membership**

i. Within fourteen (14) days after the close of the Opt-out Period, the Settlement Administrator shall issue to all Participating Class Members a Notice Confirming Class Membership and enclosed, postage-paid return envelope via First Class U.S. Mail and e-mail (where personal e-mail is available in Defendant's business records as maintained in the ordinary course of business) advising them of: (i) the fact that they are Participating Class Members; and (ii) providing them thirty (30) days ("Contact Disclosure Consent Deadline") to elect to authorize disclosure of their contact information to Class Counsel by returning the Consent to Disclose enclosed therewith via U.S. Mail or e-mail, or otherwise authorizing such disclosure. Only those Participating Class Members who elect to authorize such disclosure will have their contact information provided to Class Counsel within seven (7) days of the close of the Contact Disclosure Consent Deadline), in accordance with the terms of this Agreement.

5.5 Collective Member Notice Process:

(A) **Timing of Notice.** The Settlement Administrator will issue to all Putative Collective Members a Notice of Settlement Approval within twenty-one (21) days of the Effective Date.

(B) **Notices to Collective Members.** The Settlement Administrator will issue the Notice of Settlement Approval, along with a Claim Form, and postage-paid return envelope, via First Class U.S. Mail and e-mail (where personal e-mail is available in Defendant's business records as maintained in the ordinary course of business). The Notice of Settlement Approval will advise recipients of (i) the relevant settlement terms and Individual Settlement Payment applicable to the recipient; and (ii) their right to timely complete and return an enclosed Claim Form to the

Settlement Administrator to participate in the Settlement. Putative Collective Members must complete and return a Claim Form to the Settlement Administrator postmarked by and/or otherwise received via e-mail on or before, the close of the sixty (60) day Opt-in Period to participate in and be bound by the Settlement and receive a Settlement Check. The Claim Form will contain release and opt-in language. Any Notices of Settlement Approval returned undeliverable shall be traced up to two (2) times to obtain a new address and be re-mailed by First Class U.S. Mail, providing such individual the longer of the close of the Opt-in Period or thirty (30) days from any re-mailing to submit their claim form (Re-mailing Opt-in Period).

(C) **Reminder to Putative Collective Members.** Thirty (30) days after initial distribution of the Notice of Settlement Approval, the Settlement Administrator shall issue to all Putative Collective Members yet to return a completed Claim Form a Reminder postcard via First Class U.S. Mail and e-mail (where personal e-mail is available in Defendant's business records as maintained in the ordinary course of business), attached as Exhibit C.

(D) Individual Settlement Payments of Putative Collective Members who do not submit a Claim Form and opt in shall revert to, and be retained by, Defendant.

6. FAIRNESS HEARING AND APPLICATION FOR FINAL APPROVAL

6.1 After the Opt-out Period, in accordance with the schedule set by the Court in the Preliminary Approval Order and in advance of the Fairness Hearing, Class Counsel shall file supporting documents and materials for Final Approval Motion. The Final Approval Motion will include the proposed Notice of Settlement Approval, Claim Form, and Reminders, attached hereto as Exhibits B-D; the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying a Class under Fed. R. Civ. P. 23 and certifying a Collective under 29 U.S.C. § 216(b), for settlement purposes only; supporting affidavits and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to this Agreement; a compliance affidavit from the Settlement Administrator; an application for Attorneys' Fees, Litigation Expenses, and General Release Payments; and a proposed Final Approval Order. Class Counsel shall circulate the draft Final Approval Motion to Defendant for Defendant's review no less than five days before the filing date for the Final Approval Motion.

6.2 At the Fairness Hearing and through the Final Approval Motion, the Parties shall request that the Court, among other things: (1) finally certify the Class and Collective for purposes of settlement only, and include the names of those who have opted out of the Settlement; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Claimants; (3) approve of the Notice of Settlement Approval and Claim Form and direct their dissemination to Putative Collective Members; (4) order the Settlement Administrator to distribute Settlement Checks to the Participating Claimants; (5) approve the General Release Payments, Attorneys' Fees and Litigation Expenses, administration expenses, the PAGA Amount and payment to the

LWDA, and other payments to be made from the QSF; (6) order dismissal with prejudice of all released claims (with the exact language of each set forth in the order itself) asserted in the Action, pursuant to Sections 9.1 through 9.4 of this Agreement; (7) order entry of the Final Approval Order in accordance with this Agreement; and (8) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation, implementation, and enforcement of this Agreement and of the Settlement contemplated hereby.

7. SETTLEMENT TERMS

7.1 Settlement Amount

(A) **Total Settlement Amount**. Defendant agrees to pay a Total Gross Fund of Five Million Dollars and Zero Cents ($5,000,000.00). The Total Gross Fund shall cover all Individual Settlement Payments allocated to Putative Claimants, General Release Payments, Attorneys' Fees and Litigation Expenses, all penalties, all liquidated damages, all interest, Court fees and costs, and the expenses of the Settlement Administrator. Under no circumstances shall Defendant be required to contribute more than the Total Gross Fund, with the sole exception of Employer Payroll Taxes.

(B) **Allocation of Funds.** The Net Fund will be allocated as follows, 22% of the Net Fund will be allocated to Putative Class Members (i.e., the Class Fund) and 78% of the Net Fund will be allocated to Putative Collective Members (i.e., the Collective Fund). From the Class Fund, $100,000 will be allocated as the PAGA Amount. As set forth in the PAGA statute, 65% of the PAGA Amount ($65,000) will be payable to the LWDA, and the remaining 35% of the PAGA Amount ($35,000) will be payable to PAGA Members. The Net Fund will be distributed to Participating Claimants according to the formula in Section 7.5.

(C) **Funding Date.** Defendant shall pay the Total Gross Fund into the Qualified Settlement Fund established by the Settlement Administrator within seven (7) days of the Effective Date.

(D) **Increase in Gross Fund.** If the total Eligible Workweeks for the California Relevant Period and/or the FLSA Relevant Period, is 7.5% greater than 141,177 (i.e., 151,765) and/or 2,197,599 (i.e., 2,362,419), respectively, Intel shall have the option of either (a) increasing the Total Gross Fund pro rata to account for the additional Eligible Workweeks exceeding 151,765 as to Putative Class Members and/or 2,362,419 as to Putative Collective Members; or (b) scaling back the Relevant Periods and associated release end cutoff date (i.e., April 10, 2025) to the date when there are no more than 151,765 as to Putative Class Members and/or 2,362,419 as to Putative Collective Members.

(E) **Defendant's Payroll Taxes.** Defendant's share of Employer Payroll Taxes shall not come out of the Total Gross Fund. Rather, Defendant's share of Employer

Payroll Taxes shall be paid by Defendant in addition to the Total Settlement Amount.

7.2 Unclaimed Funds.

(A) **Participating Class Members.** After the expiration of one hundred (120) days following issuance of Settlement Checks to any Participating Class Member, any check not cashed shall be distributed to the Cy Pres.

(B) **Participating Collective Members**. After the expiration of one hundred twenty (120) days following issuance of Settlement Checks to any Participating Collective Members, any check not cashed shall become a part of the reversion to Defendant.

(C) **PAGA Members**. After the expiration of one hundred twenty (120) days following issuance of Settlement Checks to any PAGA Members, any check not cashed, plus any accrued interest, shall be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code Section 1500 *et seq.*, for the benefit of those PAGA Members who did not cash their Settlement Checks until such time that they claim their property.

7.3 Attorneys' Fees and Litigation Expenses

(A) At the Fairness Hearing and through the Final Approval Motion, Class Counsel will petition the Court for an award of attorneys' fees of up to one-third of the Total Gross Fund (i.e., Attorneys' Fees), plus reimbursement of reasonable out-of-pocket costs and expenses (i.e., Litigation Expenses) from the QSF. Defendant will not oppose this application.

(B) The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement. Should the Court approve an amount less than Class Counsel's request in fees or costs, and should Class Counsel appeal the Court's decision to approve less than the requested fees or costs, all other aspects of the Settlement shall not be affected by the appeal, shall remain binding, and shall be enforced upon resolution of Class Counsel's appeal. Any amount not approved by the Court will become part of the Net Fund to be allocated to Putative Claimants and distributed to Participating Members.

(C) Twenty-one (21) days after the Effective Date, the Settlement Administrator will pay the Court-approved Attorneys' Fees and Litigation Expenses to Class Counsel.

7.4 General Release Payments.

(A) In return for services rendered to Claimants to the Putative Claimants and as specific consideration in exchange for a general release of Plaintiffs' individual claims, Plaintiffs will apply to the Court to receive up to Ten Thousand Dollars and Zero Cents ($10,000.00) each for Stephanie Hanson and Whitney Loy from the Total Gross Fund.

(B) The application for General Release Payments is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement. The outcome of the Court's ruling on the application for the General Release Payments will not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion, Final Approval Order, or the fairness or reasonableness of this Agreement. Defendant will not oppose Plaintiffs' application for the General Release Payments. Any amount not approved by the Court will become part of the Net Fund to be allocated to Putative Claimants and distributed to Participating Members.

(C) A mutual general release as set forth in Sections 9.4 and 9.5 will be executed by Intel and Plaintiffs in exchange for Plaintiffs accepting and receiving and accepting their General Release Payments.

(D) Twenty-one (21) days after the Effective Date, the Settlement Administrator will mail the Court-approved General Release Payments to Plaintiffs

7.5 Payments to Participating Claimants.

7.5.1 Allocation Formula. The proportionate share of the Net Fund for Putative Claimants shall be determined by the Settlement Administrator pursuant to the following formula:

(A) **Allocation to Putative Class Members.**

i. Putative Class Members will receive one (1) point for each Eligible Workweek worked in California during the California Relevant Period;

ii. To calculate each individual's Individual Settlement Payments:

(a) Add all points for all Putative Class Members together to obtain the "Denominator";

(b) Divide the number of points for each Putative Class Member by the Denominator to obtain each Putative Collective Member's "Portion of the Net Fund";

(c) Multiply each Putative Class Member's Portion of the Net Fund by the amount of the Class Fund to determine each Putative Collective Member's Individual Settlement Payments.

iii. Individual Settlement Payments of Putative Class Members who opt-out will be redistributed to Participating Class Members utilizing the same formula articulated herein.

(B) **Allocation to Putative Collective Members.**

i. Putative Collective Members will receive one (1) point for each Eligible Workweek worked outside of California during the FLSA Relevant Period;

ii. To calculate each individual's Individual Settlement Payments:

(a) Add all points for all Putative Collective Members together to obtain the "Denominator";

(b) Divide the number of points for each Putative Collective Member by the Denominator to obtain each Putative Collective Member's "Portion of the Net Fund";

(c) Multiply each Putative Collective Member's Portion of the Net Fund by amount of the Collective Fund to determine each Putative Collective Member's Individual Settlement Payments.

iii. Individual Settlement Payments of Putative Collective Members who do not opt in shall revert to, and be retained by, Defendant.

(C) **Allocation to PAGA Members**.

i. PAGA Members will receive one (1) point for each Eligible Pay Period worked in California during the PAGA Period;

ii. To calculate each individual's initial proportionate share:

(a) Add all points for all PAGA Members together to obtain the "Denominator";

(b) Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the Net Fund";

(c) Multiply each PAGA Member's Portion of the Net Fund by 35% of the PAGA Amount (i.e., $35,000) to determine each PAGA Member's Individual Settlement Payments.

iii. Participating Class Members who are also PAGA Members may be issued one Settlement Check inclusive of their Individual Settlement Payments associated with being members of both groups.

(D) No Claimant shall be entitled to a double recovery for any one workweek based on their inclusion as both a Putative Class Member and a Putative Collective

Member. However, Putative Class Members who are also PAGA Members shall be entitled to recover from the Class Fund and the PAGA Amount for the same workweeks based on their inclusion as both a Putative Class Member and a PAGA Member.

7.5.2 Timing of Payments. Settlement Checks to Participating Claimants, will be made after the Effective Date and within twenty-one (21) days of the close of the Opt-in Period or Re-Mailing Opt-in Period, whichever is later.

7.5.3 Check Cashing Period. Participating Claimants will have one hundred and twenty (120) days of the date checks are issued by the Settlement Administrator to cash, deposit, or otherwise negotiate their checks.

7.5.4 Check Reminders. Sixty (60) days after initial distribution of the Settlement Checks, the Settlement Administrator shall issue to all Participating Claimants yet to cash their Settlement Checks a reminder postcard via First Class U.S. Mail and e-mail (where personal e-mail is available in Defendant's business records as maintained in the ordinary course of business, or as was otherwise provided by Participating Claimants during the administration).

8 Tax Characterization of Payments

8.1 The Settlement Administrator shall allocate the Individual Settlement Payments to each Participating Collective Member as fifty percent (50%) W-2 wages and fifty percent (50%) 1099 non-wage compensation. For each Participating Class Member, the Settlement Administrator shall allocate the Individual Settlement Payment (i.e., excluding any PAGA payment) as thirty-three and a third percent (33.33%) W-2 wages, and the remainder (66.67%) 1099 non-wage compensation. Payments to PAGA Members from the PAGA Amount shall be treated entirely as penalties (1099 non-wage compensation).

8.2 Employer Payroll Taxes shall not come out of the Total Gross Fund. Rather, Defendant's share of payroll taxes shall be paid by Defendant in addition to the sum of the Total Gross Fund.

8.3 The Settlement Administrator shall be responsible for calculating any taxes and issuing any necessary tax documents.

8.4 Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and social security number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 7.3 shall be made without withholding. Class Counsel will receive a Form 1099 for this payment.

Payment of the General Release Payment pursuant to Section 7.4 will be reported as deemed appropriate by the Settlement Administrator.

8.5 Defendant and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 8.

9. RELEASE OF CLAIMS

9.1 **Participating Collective Members.** Upon the Court's entry of the Final Approval Order and Defendant's payment of all consideration due herein, Participating Collective Members who timely deposit their Settlement Check shall release the Released Parties from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Defendant's alleged failure to include RSUs' value in Participating Collective Members' regular rates of pay during the FLSA Relevant Period whether pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*. or analogous state wage and hour law. Putative Collective Members who do not become Participating Collective Members will not receive Settlement Checks and will not release any claims.

9.2 **Participating Class Members.**

(A) Upon the Court's entry of the Final Approval Order and Defendant's payment of the Total Gross Fund and applicable Employer Payroll Taxes, Participating Class Members shall release the Released Parties from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Defendant's alleged failure to include RSUs' value in Participating Class Members' regular rates of pay during the California Relevant Period pursuant to any California state law, including but not limited to claims for alleged unpaid wages and premiums, inaccurate wage statements, untimely payment of wages during employment, and untimely payment of wages upon separation.

(B) Participating Class Members who timely deposit their Settlement Check shall release the Released Parties from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Defendant's alleged failure to include RSUs' value in Participating Class Members' regular rates of pay during the FLSA Relevant Period pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq*.

(C) Participating Class Members who do not cash a Settlement Check will not release their claims arising under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

9.3 **PAGA Members.** Upon the Court's entry of the Final Approval Order and Defendant's payment of all consideration due herein, all PAGA Members, the LWDA, and the State of California, shall release the Released Parties from any PAGA liability, claims for PAGA civil penalties, or any other relief under PAGA arising out of or relating to Defendant's alleged failure to include RSUs' value in PAGA Members' regular rates of pay during the California PAGA Period, including but not limited to PAGA claims for alleged unpaid wages or premiums, inaccurate wage statements, untimely payment of wages during employment, and untimely payment of wages upon separation.

9.4 **General Releases.** In addition to the waiver and releases contained in Sections 9.1 through 9.3 above, and in consideration for the General Release Payments, if approved and paid under Section 7.4 above, Plaintiffs Stephanie Hanson and Whitney Loy, their heirs, executors, administrators, successors and assigns, voluntarily release and forever discharge the Released Parties of and from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, judgments, obligations, union grievances, claims, charges, complaints, appeals and demands whatsoever, in law or equity, which they may have against the Released Parties as of the date of execution of this Agreement, arising from Plaintiffs Stephanie Hanson and Whitney Loy application for employment with, employment with, and/or separation from, Defendant, whether known or unknown, asserted or unasserted, including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*; the Civil Rights Act of 1991, Pub. L. No. 102-166, Sections 1981 through 1988 of Title 42 of the United States Code, 42 U.S.C. §§ 1981-1988; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 *et seq.*; the Immigration Reform and Control Act, as amended; the Workers Adjustment Retraining Notification Act, as amended; the Family and Medical Leave Act; the California Fair Employment and Housing Act; the California Family Rights Act; the California Labor Code; any other federal, state, city or local human rights, civil rights, wage-hour, wage-payment, pension, employee benefits, labor or other laws, rules, regulations and/or guidelines, constitutions or ordinances; any contract (whether oral or written, express or implied) or tort laws; any claim arising under the common law; any other claim for unpaid wages, employment discrimination, retaliation, wrongful termination, constructive discharge, pain and suffering, mental anguish, intentional and/or negligent infliction of emotional distress; any claim for costs, fees, or other expenses, including attorneys' fees or any other action against the Released Parties, based upon any conduct occurring up to and including the date of each respective Plaintiffs' execution of this Agreement. Plaintiffs further agree that as of the date of this Agreement, all of their rights under Section 1542 of the Civil Code of the State of California are waived as to any claims against Released Parties. Section 1542 provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release, and that, if known by him or her, would have materially affected their settlement with the debtor or released party.

9.5 In consideration of Plaintiffs' execution of this Agreement, which Defendant acknowledges is adequate consideration, Defendant and Released Parties hereby confirm and attest that as of the date of execution of this Agreement, they are not aware of any facts giving rise to any causes of actions or claims against Plaintiffs.

9.6 **No Additional Benefits.** All payments to Participating Claimants shall be deemed to be paid solely in the year in which the payments are issued to the Participating Claimants.

All payments to Participating Claimants will not entitle any Participating Claimant to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Participating Claimant to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the settlement payments provided for in this Settlement are the sole payments to be made by Defendant to the Participating Claimants, and that the Participating Claimants are not entitled to any new or additional compensation or benefits as a result of having received the individual settlement awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

9.7 **Denial of Liability.** Defendant has agreed to the terms of this Agreement without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this Settlement will avoid the further expense and disruption of Defendant's business due to the pendency and expense of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class should be certified for any purpose in this case other than settlement purposes.

10. CONFIDENTIALITY

The Parties and their counsel will not make any public disclosure of the Settlement until Plaintiffs move for preliminary approval of the Settlement with the Court. Following the filing of the Preliminary Approval Motion, the Parties and their counsel will not have any communication with the media regarding this case other than to direct the media to the public court records of the case. Class Counsel further agrees not to use Defendant's name in connection with this Settlement in any statement for marketing purposes.

11. TERMINATION OF AGREEMENT

Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the portion of the Settlement related to the Putative Class Members at any time prior to date the Court enters the Final Approval Order if more than 15% of the Putative Class Members timely and validly opt out of the Settlement. Defendant must make such election within five (5) business days of being notified by the Settlement Administrator of a greater than 15% opt-out rate for the Putative Class Members. Should Defendant timely exercise this right, the Settlement shall proceed as to PAGA Members and Putative Collective Members pursuant to all other terms agreed upon herein.

12. INTERPRETATION AND ENFORCEMENT

12.1 This Settlement is contingent upon Court approval, and Class Counsel will file this action and the Parties will seek approval in state court in New York, in Suffolk County. If the Court declines to approve the Settlement in full, the Parties will confer in good faith to address the issues raised by the Court, and if those issues cannot be resolved, then Plaintiffs shall dismiss the case without prejudice, with the right to re-file in any court of competent jurisdiction. The aforementioned settlement action in New York may not proceed unless the Settlement as it relates to Putative Class Members and PAGA Members is approved along with the Settlement as to Putative Collective Members.

12.2 Upon the Effective Date and Defendant paying all consideration due hereunder and pursuant to the Court's Final Approval Order, any tolling agreement entered into between Plaintiffs and Defendant regarding these settlement negotiations shall be considered void *ab initio*, and the Parties agree to take all steps necessary to ensure that such tolling agreement is completely voided at that time.

12.3 Cooperation Between the Parties; Further Acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement. Should the Parties reach any disputes regarding the effectuation of this Settlement that they cannot resolve between themselves in good faith, such disputes shall be submitted for consideration with Mediator Dennis Clifford before pursuing any litigation regarding the Settlement.

12.4 No Assignment. Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the claims, or any related action.

12.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties regarding the subject matter of the agreement shall be deemed merged into this Agreement.

12.6 Binding Effect. Subject to Court approval, this Agreement shall be binding upon the Parties.

12.7 Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

12.8 Captions. The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

12.9 Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

12.10 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation, implementation, or enforcement of this Agreement and of the Settlement contemplated thereby.

12.11 Enforcement. Except as otherwise specifically provided herein, the Parties and all Participating Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any Party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing Party. Additionally, to the extent Defendant fails to timely pay the Total Gross Fund and/or Employer Payroll Taxes, Plaintiffs shall be entitled to the immediate entry of a Final Judgment sufficient to permit collection and distribution of the Total Gross Fund and Employer Payroll Taxes.

12.12 Waivers, etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

12.13 Severability. Following the entry of the Final Approval Order, if any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release of Claims in Section 9, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Parties remain materially the same.

12.14 Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.

12.15 Signatures. This Agreement is valid and binding only if signed by the Parties.

12.16 Facsimile, Electronic, and E-mail Signatures. Any Party may execute this Agreement by signing or causing its counsel to sign on the designated signature block below, including via electronic means, and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, e-mail, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or e-mail.

12.17 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

Dated: February 5, 2026, 2026

INTEL CORPORATION

Signed by:

By: April Miller Boise

2AAE22BEF9714A6...

Name: April Miller Boise

Title: Chief Legal Officer

Dated: 01/23/2026, 2026

WHITNEY LOY

Whitney Loy

Whitney Loy

Dated: ______________, 2026

STEPHANIE HANSON

____

Stephanie Hanson

transmitted by facsimile, e-mail, or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or e-mail.

12.17 Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

Dated: ______________, 2026

INTEL CORPORATION

By: ________________________________

Name: ______________________

Title: _______________________

Dated: ______________, 2026

WHITNEY LOY

____

Whitney Loy

Dated: 01/23/2026, 2026

STEPHANIE HANSON

Stephanie Hanson

____

Stephanie Hanson

EXHIBIT A
(Notice of Preliminary Approval of Settlement)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

STEPHANIE HANSON and WHITNEY LOY, *on behalf of themselves and others similarly situated*, Plaintiffs, v. INTEL CORPORATION, Defendant.	Index No.: XXXXX

OFFICIAL NOTICE OF CLASS ACTION SETTLEMENT

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

You have a right to participate in this settlement if you worked for **Intel Corporation** (referred to as "Intel" in this notice) as an non-exempt hourly employee in California at some point between April 10, 2021 and April 10, 2025.

A court authorized this notice. This is not a solicitation from a lawyer.

- You received this Notice because Intel's records indicate that you were employed in the State of California as a covered non-exempt hourly employee at some point between April 10, 2021 and April 10, 2025 and had Restricted Stock Units ("RSUs") issued by Intel vest during that time period.

- Former employees, Stephanie Hanson and Whitney Loy, referred to as the "Plaintiffs," alleged that Intel failed to include the value of RSUs when calculating employees' regular rate of pay, resulting in an underpayment of overtime and other wages due in violation of state and federal law. Intel firmly denies these allegations and maintains that federal and state law permits Intel to exclude the value of RSUs when calculating employees' regular rate of pay. The Court has not made any ruling on the merits of the claims. The parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.

- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately **$[AMOUNT]**, subject to deductions for applicable taxes.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING NOW, **CASH A SETTLEMENT CHECK**	If you do nothing, you will receive a share of the settlement, release the California wage and hour claims discussed in Section 9 below, and be sent a settlement check of approximately **$[AMOUNT],** subject to applicable taxes and withholdings. If you endorse and deposit the settlement check, you will further release the federal wage and hour claims discussed in Section 9 below. If you do not cash or otherwise negotiate your settlement check, you will release your California wage and hours claims, but not your federal wage and hour claims.
EXCLUDE YOURSELF	If you wish to exclude yourself ("opt out") from the settlement, not receive a payment, and not release your claims, you must submit a written Opt-out Statement to the Settlement Administrator, as discussed in Section 10 below. If you submit an Opt-out Statement, you will not be eligible to receive a settlement payment or object to the settlement. However, even if you request exclusion, you will receive payment for PAGA penalties, if eligible, and you will release PAGA claims as discussed in Section 10 below.
OBJECT	You may object to the settlement by submitting a written objection. The objection must include the reasons for the objection and any supporting documentation. If the Court rejects your objection, you will still be bound by the terms of the settlement. If you object, you may ask to appear before the Court to express your concerns about the fairness of the settlement. Procedures for objecting are described in Section 14 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court still has to decide whether to approve the settlement. Settlement payments will be made only if the Court approves the settlement. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

This notice explains the terms of the settlement, your legal rights, and what benefits are available in the lawsuit *Hanson, et al. v. Intel Corporation.*, Index No. ___________, a case pending in the Supreme Court of the State of New York, Suffolk County. The judge overseeing this case ordered that you be sent this notice because Intel's records indicate that you worked as a non-exempt, hourly employee employed by Intel in California at some time between April 10, 2021 and April 10, 2025, and during such time had restricted stock units issued by Intel vest. You are thus considered a California "Putative Class Member," and are eligible to participate in this class action settlement and have a right to learn about all of your options.

2. What is this case about?

This case is about whether Intel should have included the value of vested restricted stock units in non-exempt hourly employees' regular rate of pay, and whether Intel failed to pay proper overtime wages and other wages based on the regular rate of pay, to provide proper wage statements, and to pay wages on time for non-exempt hourly employees, as well as related claims that Intel violated provisions of the California Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2699, *et seq*. Intel firmly disputes the allegations and claims. The Court has not made any ruling on the merits of the claims, and no party has prevailed in the case. The Parties have agreed to settle the claims to avoid the expense and risk of litigation

3. Why is this a class/collective action?

In a class action, one or more people called "Named Plaintiffs" bring claims on behalf of other people who have similar claims. The people are called "class members" and together are the "class." Similarly, in a collective action, one or more people can seek to represent a "collective" of similarly situated people. In a class/collective action, Named Plaintiffs ask the Court to resolve the issues for every member of the class and collective.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Intel. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Putative Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

Intel has agreed to pay a total of $5,000,000 (the "Total Settlement Amount"), which will be used to pay: (1) settlement awards to Putative Class and Putative Collective Members (with $XX from the Net Fund allocated to Putative Class Members and $XX from the Net Fund allocated to Putative Collective Members); (2) attorneys' fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to $XX; (3) General Release Payments totaling $20,000 for the two Named Plaintiffs; (4) $65,000 to the California Labor and Workforce Development Agency ("LWDA"), plus $35,000 to the PAGA Members (paid from amounts allocated to Putative Class Members); and (5) the Settlement Administrator's fees and costs of up to [$AMOUNT].

6. How much will my settlement payment be and how was it calculated?

Based on the formula that has been preliminarily approved by the Court, your settlement payment is estimated to be **$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked as a non-exempt hourly employee and whether you worked in California. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Class Counsel or the Settlement Administrator using the information in Sections 19 below or on the settlement website, www.XXXX.com.

The Settlement Administrator used information from Intel's records, including the number of weeks you worked during the period covered by the settlement, to calculate your payment. If you have questions about your calculation, you may contact Class Counsel or the Settlement Administrator using the information in Section 19 below.

If you dispute Intel's records and/or the calculation of your settlement payment, you must communicate it to the Settlement Administrator and provide written documentation supporting your contention. Intel's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

One-third of your settlement amount will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and two-thirds of your settlement amount is not subject to deductions and will be reported on a 1099. Neither Class Counsel nor Intel's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

7. How can I get my payment?

If you wish to participate in the settlement, you do not need to take any action now. If the court approves the Settlement, you will receive a check for your settlement payment by mail. If your mailing address has changed, please contact the Settlement Administrator or update your address at www.XXXX.com.

8. When will I get my settlement payment?

The Court will hold a hearing on ________________, at __________ to determine whether to give final approval to the settlement. If the Court approves the settlement, settlement checks will be mailed approximately 140 days after the Court issues an order approving the settlement.

9. What am I giving up by releasing my claims?

If you cash your settlement check, you will release Intel and all of its present and former parent companies, subsidiaries, division, concepts, related or affiliated companies, shareholders, owners, members, officers, directors, employees, agents, successors, assigns, RSU plan or administrator, and any other individual or entity that could be liable for any of the claims released through this Settlement (the "Released Parties") from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Intel's alleged failure to include restricted stock units' value in your regular rates of pay from April 10, 2022 through April 10, 2025 pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

Regardless of whether you cash a settlement check, if you do not exclude yourself from the settlement (as described in Section 10 below), upon the Court's entry of the Final Approval Order and Intel's payment of the Total Gross Fund and applicable Employer Payroll Taxes, you will release the Released Parties from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Intel's alleged failure to include restricted stock units' value in your regular rates of pay from April 10, 2021 through April 10, 2025 pursuant to any California state law, including but not limited to claims for alleged unpaid wages and premiums, inaccurate wage statements, untimely payment of wages during employment, and untimely payment of wages upon separation.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not wish to release your California state law claims, then you must take steps to exclude yourself. This is sometimes referred to as "opting out" of the settlement.

10. How do I opt out of the settlement?

If you wish to exclude yourself from the settlement, you must submit a written Opt-out Statement to the Settlement Administrator by U.S. Mail or e-mail, including: (i) your name, address, telephone number; and (ii) a statement indicating his or her intention to opt-out, such as: "I opt out of the Intel wage and hour settlement." The Opt-out Statement must be postmarked by or otherwise received on or before **[INSERT DATE 30 DAYS FROM NOTICE MAILING]** and should be sent to:

[SETTLEMENT ADMINISTRATOR INFO]
<ADDRESS>
<E-MAIL>
<WEBSITE>

If you submit an Opt-out Statement, you will not be eligible to receive a settlement check (except any portion of the PAGA payment to which you may be entitled, which you will receive regardless of whether you opt out to the extent the Court approves the settlement). You will retain the right to bring your own legal action against Intel. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

If you ask to be excluded, you cannot object to the settlement.

11. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not be eligible to receive a settlement check (except any portion of the PAGA payment to which you may be entitled).

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Outten & Golden LLP and Shavitz Law Group, P.A., are qualified to represent you and all class and collective members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Participating Class Member. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Total Settlement Amount for their attorneys' fees. These fees would compensate Class Counsel for investigating the facts, mediating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for out-of-pocket costs up to $XX incurred prosecuting the case.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

14. How do I tell the Court that I disapprove of the settlement?

If you want to participate in the settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will receive your settlement share automatically if the Court grants final approval of the settlement.

However, if you want to object to the settlement, you must take the steps below. Failure to do so will be deemed a waiver of any objections, and you will not be permitted to appear at the final approval hearing before the Court.

To object to the settlement, mail or e-mail a statement to the Settlement Administrator saying that you object to the settlement, including all of the following: (i) all reasons for objecting to the settlement, and any supporting documentation; (ii) your name, address, and telephone number; and (iii) your signature.

As an Objector, you also have the right to appear at the Fairness Hearing before the Court (explained in Sections 16 and 17 below) either in person or through your own counsel. If you wish to appear at the Fairness Hearing, you should state your intention to do so in your letter to the Settlement Administrator.

Objections should be mailed or e-mailed to the Settlement Administrator at:

[SETTLEMENT ADMINISTRATOR INFO]
<ADDRESS>
<E-MAIL>
<WEBSITE>

Your objection must be postmarked by or otherwise received on or before **[INSERT DATE 30 DAYS FROM NOTICE MAILING]**. Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.

15. What's the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement as is. You can object only if you stay in the Class.

Opting out (also known as excluding yourself) is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you (except with regard to any portion of the PAGA payment to which you may be entitled). If you submit both an objection and an Opt-out Statement, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

THE COURT'S FAIRNESS HEARING

16. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on ____________________ at ________. At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections.

17. Do I have to attend the fairness hearing?

No. Class Counsel will attend to answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

18. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Settlement Administrator or Class Counsel using the contact information below, or at www.[website].com.

19. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Class Counsel at:

Justin M. Swartz
Amy L. Maurer
Outten & Golden LLP
685 Third Avenue, 25th Floor,
New York, NY 10017
[case phone number]
[case email address]

and

Gregg Shavitz
Paolo C. Meireles
Shavitz Law Group, P.A
622 Banyan Trail, Suite 200,
Boca Raton, FL 33431
Info@shavitzlaw.com
(561) 447-8888

DATED: ____________, 20__

Do not contact the Court directly for any reason.

EXHIBIT B
(NOTICE OF SETTLEMENT APPROVAL)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

STEPHANIE HANSON and WHITNEY LOY, *on behalf of themselves and others similarly situated*, Plaintiffs, v. INTEL CORPORATION, Defendant.	Index No.: XXXXX

OFFICIAL NOTICE OF SETTLEMENT AND OPPORTUNITY TO JOIN

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

You have a right to participate in this settlement if you worked for **Intel Corporation** (referred to as "Intel" in this notice) as an non-exempt hourly employee in the United States outside of California at some between April 10, 2022 and April 10, 2025.

A court authorized this notice. This is not a solicitation from a lawyer.

- You received this Notice because Intel's records indicate that you were employed in the United States outside of California as a covered non-exempt hourly employee some time between April 10, 2022 and April 10, 2025 and had Restricted Stock Units ("RSUs") issued by Intel vest during that time period.

- Two former employees Stephanie Hanson and Whitney Loy, referred to as the "Plaintiffs," alleged that Intel failed to include the value of RSUs when calculating employees' regular rate of pay, resulting in an underpayment of overtime and other wages due in violation of state and federal law. Intel firmly denies these allegations and maintains that federal and state law permits Intel to exclude the value of RSUs when calculating employees' regular rate of pay. The Court has not made any ruling on the merits of the claims. The parties have entered into a settlement to avoid further disputes and litigation with the attendant inconvenience and expense.

- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately **$[AMOUNT]**, subject to deductions for applicable taxes.

- As described more fully below, to participate in the settlement, you must mail a properly completed Claim Form to the Settlement Administrator so that it is post-marked or received by **[60 DAYS FROM DATE OF MAILING OR 30 DAYS FROM REMAILING]**. If you fail to timely return a Claim Form post-marked or otherwise received by [**60 DAYS FROM DATE OF MAILING OR 30 DAYS FROM REMAILING**], you will not receive any money from the settlement.

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT	By returning a properly completed claim form, you agree to participate in the settlement, be eligible to receive an estimated settlement payment of approximately **$[AMOUNT],** subject to applicable taxes and withholdings, and release your claims. The Claim Form must be postmarked by or otherwise received on or before **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**. If you choose to participate in the settlement, you will release the claims discussed in Section 10 below.
DO NOTHING	If you do nothing, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against Intel, should you choose.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.

BASIC INFORMATION

1. Why did I get this notice?

This notice explains the terms of the settlement, your legal rights, and what benefits are available in the lawsuit *Hanson, et al. v. Intel Corporation.*, Index No. __________, a case pending in the Supreme Court of the State of New York, Suffolk County. The judge overseeing this case approved this settlement on XX XX, XX and ordered that you be sent this notice because Intel's records indicate that you worked as a non-exempt, hourly employee employed by Intel in the United States outside of California at some time between April 10, 2022 and April 10, 2025, and during such time had restricted stock units issued by Intel vest. You are thus considered a

"Putative Collective Member," and are eligible to participate in this class action settlement and have a right to learn about all of your options.

2. What is this case about?

This case is about whether Intel should have included the value of vested restricted stock units in non-exempt hourly employees' regular rate of pay, and whether Intel failed to pay proper overtime and other wages, to provide proper wage statements, and to pay wages on time for non-exempt hourly employees, as well as related claims that Intel violated the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*., or analogous state wage and hour law. Intel firmly disputes the allegations and claims. The Court has not made any ruling on the merits of the claims, and no party has prevailed in the case. The Parties have agreed to settle the claims to avoid the expense and risk of litigation.

3. Why is this a class/collective action?

In a class or collective action, one or more people called "Named Plaintiffs" bring claims on behalf of people who have similar claims. The people are called "class members" and together are the "class." Similarly, in a collective action, one or more people can seek to represent a "collective" of similarly situated people. In a class/collective action, Plaintiffs ask the Court to resolve the issues for every member of the class and collective.

In a collective action, the other employees who have similar claims do not become part of the collective action until they "opt in." You may "opt in" to and participate in the settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, you will receive a settlement check.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Intel. Both sides believe they will prevail in a litigation, and there has been no decision in favor of either party. Instead, the Parties have agreed to resolve this matter solely in order to avoid the burden, expense and risks associated with litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Putative Class and Putative Collective Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

5. What does the settlement provide?

Intel has agreed to pay a total of $5,000,000 (the "Total Settlement Amount"), which will be used to pay: (1) settlement awards to Putative Class and Putative Collective Members (with $XX from the Net Fund allocated to Putative Class Members and $XX from the Net Fund allocated to Putative Collective Members); (2) attorneys' fees of up to one-third of the Total Settlement Amount plus reimbursement of actual litigation expenses and costs up to $XX; (3) General Release Payments totaling $20,000 for the two Named Plaintiffs; (4) $65,000 to the California Labor and Workforce Development Agency, plus $35,000 to the PAGA Members (paid from amounts allocated to Putative Class Members); and (5) the Settlement Administrator's fees and costs of up to [$AMOUNT].

6. How much will my settlement payment be and how was it calculated?

Based on the formula that has been approved by the Court, your settlement payment is estimated to be **$[AMOUNT]**.

The formula used to calculate your settlement payment considers the number of weeks you worked as a non-exempt hourly employee. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting Class Counsel or the Settlement Administrator using the information in Section 16 below or on the settlement website, www.XXXX.com.

The Settlement Administrator used information from Intel's records, including the number of weeks you worked during the period covered by the settlement, to calculate your payment. If you have questions about your calculation, you may contact Class Counsel or the Settlement Administrator using the information in Section 13 below.

If you dispute Intel's records and/or the calculation of your settlement payment, you must communicate it to the Settlement Administrator and provide written documentation supporting your contention. Intel's records are presumed to be correct unless you prove otherwise with documentary evidence. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

One-half of your settlement amount will be subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a W-2, and one-half of your settlement amount is not subject to deductions and will be reported on a 1099. Neither Class Counsel nor Intel's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks that are not cashed within 120 days of issuance will be null and void.

HOW YOU GET A PAYMENT

7. How can I get my payment?

You must sign and return the enclosed Claim Form by the deadline to be eligible to receive a settlement payment. Your Claim Form must be postmarked by, or otherwise received via e-mail on or before, **[INSERT DATE 60 DAYS FROM NOTICE MAILING OR 30 DAYS FROM REMAILING]**.

The Settlement Administrator is Analytics Consulting LLC. You may return the Claim Form in the pre-stamped return envelope or by mailing or emailing it to:

[INSERT SETTLEMENT ADMINISTRATOR]
<ADDRESS>

<E-MAIL>
<WEBSITE>

To be effective, the Claim Form must be completed in full and signed.

If you do not submit a Claim Form or submit an incomplete or invalid Claim Form, you will not receive a settlement payment.

8. When will I get my settlement payment?

If you submit a Claim Form, the Settlement Administrator will mail your check on approximately [XX **INSERT DATE 21 DAYS FROM THE END OF THE NOTICE PERIOD**]

9. What am I giving up by releasing my claims?

If you sign and return a Claim Form, by timely depositing your Settlement Check you will release Intel and all of its present and former parent companies, subsidiaries, division, concepts, related or affiliated companies, shareholders, owners, members, officers, directors, employees, agents, successors, assigns, RSU plan or administrator, and any other individual or entity that could be liable for any of the claims released through this Settlement from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Intel's alleged failure to include restricted stock units' value in your regular rates of pay from April 10, 2022 through April 10, 2025 whether pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* or analogous state wage and hour law.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has decided that the lawyers at the law firm of Outten & Golden LLP and Shavitz Law Group, P.A, are qualified to represent you and all class and collective members. These lawyers are called "Class Counsel." You will not be charged separately for these lawyers; their fees are being covered by the settlement fund. You do not need to retain your own attorney in order to participate as a Collective Member. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

The Court has approved payment of one-third (i.e., $XX) from the Total Settlement Amount for their attorneys' fees. These fees compensate Class Counsel for investigating the facts, mediating the case, and negotiating the settlement. to the Court also approved Class Counsel's out-of-pocket costs of $XX incurred in prosecuting the case.

GETTING MORE INFORMATION

12. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement from the Settlement Administrator or Class Counsel using the contact information below, or at www.[website].com.

13. How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, or Class Counsel at:

Justin M. Swartz
Amy L. Maurer
Outten & Golden LLP
685 Third Avenue, 25th Floor,
New York, NY 10017
[case phone number]
[case email address]

and

Gregg Shavitz
Paolo C. Meireles
Shavitz Law Group, P.A
622 Banyan Trail, Suite 200,
Boca Raton, FL 33431
info@shavitzlaw.com
(561) 477-8888

DATED: ____________, 20__

Do not contact the Court directly for any reason.

EXHIBIT C (CLAIM FORM)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

STEPHANIE HANSON AND WHITNEY LOY, *on behalf of themselves and others similarly situated*, Plaintiffs, v. INTEL CORPORATION, Defendant.	Index No.: XXXXX

SETTLEMENT CLAIM FORM

To participate in the Intel RSUs settlement, you must return this form to the Settlement Administrator so that it is postmarked or received online by email by: [DEADLINE].

[Putative Class Member Name]
[Address]
[Address]

You can submit this Claim Form by using the enclosed postage-prepaid envelope, or by submitting by email or mail to: [insert administrator mail and email address]

If you have questions about completing this Claim Form, please contact the Settlement Administrator at [email address], [phone number], or [website].

I hereby consent to join and opt-in to become a plaintiff for settlement purposes in the above-captioned lawsuit (the "Litigation") against Intel Corporation ("Intel") and to be bound by the settlement approved in the Litigation. I further agree that the Named Plaintiffs in the Litigation shall act as my agents and make all decisions on my behalf concerning the Litigation, including the settlement thereof. I also agree to be bound by the collective action settlement described in the accompanying Notice. I hereby designate the law firms of Outten & Golden LLP and Shavitz Law Group, P.A. to represent me in the Litigation.

By depositing or otherwise negotiating my Settlement Check, I will fully and completely release Intel and all of its present and former parent companies, subsidiaries, division, concepts, related or affiliated companies, shareholders, owners, members, officers, directors, employees, agents, successors, assigns, RSU plan or administrator, and any other individual or entity that could be liable for any of the claims released through this Settlement (collectively the "Released Parties") from any liability, claims, wages, premiums, fringes, liquidated damages, penalties, or fees and costs arising out of or relating to Intel's alleged failure to include Restricted Stock Unit's value in my regular rates of pay at any time from April

10, 2022 through April 10, 2025, whether pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*. or analogous state wage and hour law.

Name (print): ____________________________ Maiden or Other Names: ____________________

Signature:______________________________ Date Signed: ____________________

*Street Address: ____

*City, State and Zip Code: ____

*Telephone Number: ____________________ *Email Address: ______________________

*This information will be redacted and will not be filed in the public record. This information will be used solely for the Settlement Claims Administrator and Plaintiff's Counsel to communicate with you.

☐ Check here if you would like to participate in the Settlement but do not want your individual contact information above to be shared with Plaintiffs' Counsel.

EXHIBIT D (REMINDER NOTICE)

Hanson, et al. v. Intel Corporation., No. __________, (N.Y. Sup. Ct. Suffolk Co.)

IMPORTANT REMINDER ABOUT
INTEL SETTLEMENT

Recently you should have received a Notice advising that you are eligible to participate in the settlement of a wage and hour collective action against Intel Corporation. As of the date of this mailing, the Settlement Administrator has not received a Claim Form from you. This is to remind you that in order to receive your share of the settlement proceeds, you must complete, sign, and return the Claim Form by U.S Mail or email on or before [**INSERT DATE 60 DAYS FROM INITIAL MAILING OR 30 DAYS FROM REMAILING**], to:

INTEL SETTLEMENT ADMINISTRATOR
<ADDRESS>
<E-MAIL>
<WEBSITE>

IMPORTANT DEADLINE: in order to receive a settlement payment, your Claim Form must be postmarked or received on or before [INSERT DATE 60 DAYS FROM INITIAL MAILING OR 30 DAYS FROM REMAILING]. If you did not receive or no longer have the Notice and Claim Form, you should contact the Settlement Administrator or Class Counsel to request another form.

If you have any questions about the Notice or the case, you can contact the Settlement Claims Administrator at the information above. You can also contact Plaintiffs' Counsel Outten & Golden LLP (Justin M. Swartz or Amy L. Maurer at [CASE PHONE NUMBER] or via email at [CASE EMAIL]@outtengolden.com) or Shavit Law Group, P.A. (Paolo Meireles or Gregg Shavitz at (561) 447-8888 or info@shavitzlaw.com).

EXHIBIT E (PAGA ENCLOSURE LETTER)

Dear [PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act ("PAGA") settlement payment in *Hanson, et al. v. Intel Corporation.*, Index No. __________, a case pending in the Supreme Court of the State of New York, Suffolk County. You are receiving this check because you are a member of this settlement's California PAGA Group, which is defined to include individuals employed by Intel in California as non-exempt, hourly employees at some time between February 4, 2024 and April 10, 2025 and who during such time had restricted stock units issued by Intel vest.

Plaintiffs allege that Intel failed to pay her proper compensation as required by California and federal law. Specifically, Plaintiffs allege that Intel granted restricted stock units ("RSUs") to non-exempt employees but failed to include the value of such RSUs in their regular rates of pay when calculating and determining amounts owed to non-exempt employees for regular pay, premiums, and overtime compensation. As a result, Plaintiffs allege that Intel violated California law by failing to pay legally required overtime wages and all earned wages upon discharge. In addition, Plaintiffs allege that as a result of the failure to include the value of RSUs' in employees' regular rates of pay, Intel failed to provide accurate wage statements. The action also included a PAGA claim brought on behalf of the State of California that sought penalties from Intel for the overtime and other violations Plaintiffs alleged. Intel denies that it did anything wrong and contends that, among other things, it has complied at all times with all applicable laws.

To settle the PAGA claim, Intel agreed to pay up to $100,000 (out of the Total Settlement Amount of $5,000,000), which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor Workforce Development Agency and the remaining 35% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the $35,000 PAGA Payment, based on the number of weeks you worked as a non-exempt hourly employee between February 4, 2024 and April 10, 2025. This PAGA settlement check is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this settlement, you are precluded from bringing any and all claims under PAGA arising out of or relating to Intel's alleged failure to include the value of RSUs' in your regular rates of pay as pled in the operative Complaint that accrued during your employment as a non-exempt, hourly employee during the period of February 4, 2024 and April 10, 2025 including, without limitation, all claims for penalties (including but not limited to claims deriving from alleged meal and rest break violations), interest, attorneys' fees, costs and expenses, and other remedies available under PAGA. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please note that neither the Settlement Administrator, Intel, nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date and will revert to the California unclaimed property fund under your name. If you have any questions about the calculation of your payment, please contact the Settlement Claims Administrator at XXXX. You can also contact Plaintiffs' Counsel Outten & Golden LLP (Justin M. Swartz or Amy L. Maurer at [CASE PHONE NUMBER] or via email at [CASE EMAIL]@outtengolden.com) or Shavit Law Group, P.A. (Paolo Meireles or Gregg Shavitz at (561) 447-8888 or info@shavitzlaw.com).

Regards,

Intel Settlement Administrator

EXHIBIT F (CLASS CONTACT INFORMATION DISCLOSURE AUTHORIZATION)

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

STEPHANIE HANSON AND WHITNEY LOY, *on behalf of themselves and others similarly situated*, Plaintiffs, v. INTEL CORPORATION, Defendant.	Index No.: XXXXX

NOTICE CONFIRMING CLASS PARTICIPATION

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

You are receiving this notice as confirmation of your inclusion as a class member in the settlement in the above referenced matter on behalf of those hourly paid employees of Intel Corporation ("Intel") who worked for the company in California at some time between April 10, 2022 and April 10, 2025 ("Participating Class Members").

A court authorized this notice. This is not a solicitation from a lawyer.

- You received this Notice as a Participating Class Member. Before any settlement proceeds can be distributed, the Court must grant final approval of the settlement. The final approval hearing is currently scheduled for ____________, but that may change.

- To the extent you want to stay updated on the timing of the final approval hearing, outcome of the hearing, and timing of settlement funds distribution, Class Counsel will do so if you authorize the Settlement Administrator to provide Class Counsel with your contact information.

- Your contact information will not be shared with third parties beyond Class Counsel. Class Counsel are requesting your authorization to release to Class Counsel your contact information. If you want your contact information shared with Class Counsel, you may indicate your preference by returning the below form to the Settlement Administrator in the enclosed, postage paid envelope on or before [**30 days after distribution**]. Alternatively, you may email or text the Settlement Administrator at the below information, on or before [**30 days after distribution**] and consent to the sharing of your contact information with Class Counsel. Please make sure to include your full name so that the administrator can locate your file in their system. If you do not want your contact information shared with Class Counsel, no action is required.

[INSERT SETTLEMENT ADMINISTRATOR]
<ADDRESS>
<E-MAIL>
<WEBSITE>

- Finally, you may scan the below QR Code to authorize this disclosure to Class Counsel:

QR
CODE

If you do not authorize the Settlement Administrator to disclose your contact information to Class Counsel, Class Counsel themselves will not be able to directly keep you updated as to the status of the settlement. You may still stay updated about the status of the settlement by independently contacting the Settlement Administrator, monitoring the Court docket, and/or initiating contact with Class Counsel on your own using the contact information below.

How do I get more information?

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator at the information above, or Class Counsel themselves at:

Gregg Shavitz
Paolo C. Meireles
Shavitz Law Group, P.A
622 Banyan Trail, Suite 200,
Boca Raton, FL 33431
info@shavitzlaw.com
(561) 477-8888

and

Justin M. Swartz
Amy L. Maurer
Outten & Golden LLP
685 Third Avenue, 25th Floor,
New York, NY 10017
[case phone number]
[case email address]

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

STEPHANIE HANSON AND WHITNEY LOY, *on behalf of themselves and others similarly situated*, Plaintiffs, v. INTEL CORPORATION, Defendant.	Index No.: XXXXX

CONSENT TO DISCLOSE CONTACT INFORMATION TO CLASS COUNSEL

[Putative Class Member Name]
[Address]
[Address]

I hereby consent to the sharing of my contact information with my attorneys at Shavitz Law Group, P.A and Outten & Golden LLP (together ,"Class Counsel").

Name (print): ________________________ Maiden or Other Names: ________________

Signature:___________________________ Date Signed: ________________

If you elect to share your contact information with Class Counsel, Class Counsel will not sell or share your contact information with any third parties – they are requesting this information solely for their own use to communicate with you.

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
A320F107-E2C6-44FE-9300-A16C227E3BE3

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number A320F107-E2C6-44FE-9300-A16C227E3BE3	**Document Name** Intel -- Whitney Loy --Settlement Agreement and Tax Forms
Transaction Type Signature Request	**Filename** Intel_Settlement_Agreement_and_Exhibits_Execution_Copy.pdf
Sent At 01/23/2026 05:50:13 PM EST	**Pages** 53 pages
Executed At 01/23/2026 06:56:26 PM EST	**Content Type** application/pdf
Identity Method email	**File Size** 469 KB
Distribution Method email	**Original Checksum** 3d5f4af01394001cfd74c7215144e26a31e60c2a11f635df4d29ee8b39623399
Signed Checksum 25ded7f8df2be9c1f1921e4b0f696dfc58a99059e71a0af5f1de9bbbd5217a8f	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Whitney Loy **Email** [redacted] **Components** 21	**Status** signed **Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 **IP Address** 70.171.206.228 **Device** Mobile Safari via iOS **Typed Signature** Whitney Loy **Signature Reference ID** 2332A15E **Typed Signature** Whitney Loy **Signature Reference ID** AE3CCA41 **Typed Signature** Whitney Loy **Signature Reference ID** 4B89FEEB	**Viewed At** 01/23/2026 06:47:09 PM EST **Identity Authenticated At** 01/23/2026 06:56:26 PM EST **Signed At** 01/23/2026 06:56:26 PM EST

AUDITS

TIMESTAMP	AUDIT
01/23/2026 05:50:13 PM EST	Rita Claude (rclaude@shavitzlaw.com) created document 'Intel_Settlement_Agreement_and_Exhibits_Execution_Copy.pdf' on Chrome via Windows from 172.200.251.131.
01/23/2026 05:50:14 PM EST	Whitney Loy ([redacted] was emailed a link to sign.
01/23/2026 05:53:44 PM EST	Whitney Loy ([redacted] viewed the document on Mobile Safari via iOS from 70.171.206.228.
01/23/2026 06:47:09 PM EST	Whitney Loy ([redacted] viewed the document on Mobile Safari via iOS from 70.171.206.228.
01/23/2026 06:56:26 PM EST	Whitney Loy [redacted] authenticated via email on Mobile Safari via iOS from 70.171.206.228.
01/23/2026 06:56:26 PM EST	Whitney Loy ([redacted] signed the document on Mobile Safari via iOS from 70.171.206.228.

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
196AFCEB-9A44-4D65-85A1-2902DBB425C5

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 196AFCEB-9A44-4D65-85A1-2902DBB425C5	**Document Name** Intel -- Stephanie Hanson --Settlement Agreement and Tax Forms
Transaction Type Signature Request	**Filename** Intel_Settlement_Agreement_and_Exhibits_Execution_Copy.pdf
Sent At 01/23/2026 01:42:40 PM EST	**Pages** 53 pages
Executed At 01/23/2026 01:58:29 PM EST	**Content Type** application/pdf
Identity Method email	**File Size** 469 KB
Distribution Method email	**Original Checksum** 3d5f4af01394001cfd74c7215144e26a31e60c2a11f635df4d29ee8b39623399
Signed Checksum 98e1d3d546b7a000e5f6515669cb9d32970609df8982fe02f74a7e453fc07842	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Stephanie Hanson **Email** [redacted] **Components** 21	**Status** signed **Multi-factor Digital Fingerprint Checksum** 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945 **IP Address** 24.130.150.152 **Device** Chrome Mobile iOS via iOS **Typed Signature** Stephanie Hanson **Signature Reference ID** 47937785 **Typed Signature** Stephanie Hanson **Signature Reference ID** 28BA272A **Typed Signature** Stephanie Hanson **Signature Reference ID** 5E392F02	**Viewed At** 01/23/2026 01:53:21 PM EST **Identity Authenticated At** 01/23/2026 01:58:29 PM EST **Signed At** 01/23/2026 01:58:29 PM EST

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TIMESTAMP	AUDIT
01/23/2026 01:42:40 PM EST	Rita Claude (rclaude@shavitzlaw.com) created document 'Intel_Settlement_Agreement_and_Exhibits_Execution_Copy.pdf' on Chrome via Windows from 172.200.251.131.
01/23/2026 01:42:41 PM EST	Stephanie Hanson [redacted] was emailed a link to sign.
01/23/2026 01:52:06 PM EST	Stephanie Hanson ([redacted]) viewed the document on Chrome Mobile iOS via iOS from 24.130.150.152.
01/23/2026 01:53:09 PM EST	Stephanie Hanson [redacted]) viewed the document on Chrome Mobile iOS via iOS from 24.130.150.152.
01/23/2026 01:53:21 PM EST	Stephanie Hanson ([redacted]) viewed the document on Chrome Mobile iOS via iOS from 24.130.150.152.
01/23/2026 01:53:21 PM EST	Stephanie Hanson ([redacted]) viewed the document on Chrome Mobile iOS via iOS from 24.130.150.152.
01/23/2026 01:58:29 PM EST	Stephanie Hanson [redacted]) authenticated via email on Chrome Mobile iOS via iOS from 24.130.150.152.

TIMESTAMP	AUDIT
01/23/2026 01:58:29 PM EST	Stephanie Hanson ([redacted]m) signed the document on Chrome Mobile iOS via iOS from 24.130.150.152.