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9
10 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
11 **COUNTY OF SAN MATEO**

12 **CHRISTOPHER FOX, THOMAS SIMS,**
13 **and KYREE WASHINGTON**, individually
and on behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 **VERKADA, INC.**, a Delaware Corporation,

17 Defendant.
18
19
20

CASE NO. 23-CIV-00193

**DECLARATION OF JULIAN HAMMOND IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS,
COLLECTIVE, AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: February 29, 2023
Time: 10:00 a.m.
Dept.: 3
Judge: Hon. Susan L. Greenberg

1 I, Julian Hammond, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California¹ and the principal of
3 my own law firm HammondLaw, P.C. (“HammondLaw” or “Class Counsel”) and counsel for the named
4 Plaintiffs Christopher Fox, Thomas Sims, and Kyree Washington (collectively, “Plaintiffs”) in the above
5 captioned matter. I have personal knowledge of the facts set forth in this declaration and could and would
6 testify competently to them. I submit this declaration in support of Plaintiffs’ Motion for Preliminary
7 Approval of Class, Collective, and Representative Action Settlement. A copy of the Settlement
8 Agreement and Release (“Settlement Agreement”), including all exhibits to the Settlement Agreement, is
9 attached as **Exhibit 1** hereto. The exhibits to the Settlement Agreement are as follows: Exhibit A – Consent
10 to Join Form; Exhibit B – Notice of Settlement; Exhibit C – Request for Exclusion.

11 2. The settlement covers 1,266 individuals, 693 of whom are Class Members employed in
12 California in covered sales positions since January 17, 2019, and 620 of whom are Collective Members
13 employed anywhere in the United States in covered sales positions since January 17, 2020 (of the 620
14 Collective Members, 47 are both Class Members and Collective Members because they were employed
15 in a covered position in California during some part of the Class Period, and then moved out of state and
16 worked in a covered position during some part of the FLSA period). Class Members will receive their
17 share of the settlement and will be bound by the settlement unless they opt out. See Cal. Civ. Proc. Code
18 § 302. Collective Members will participate in the settlement and will be bound by the settlement only if
19 they affirmatively consent to join. See 29 U.S.C. § 216. Pursuant to the proposed settlement, Defendant
20 has agreed to pay a non-reversionary gross payment of \$5,850,000, exclusive of employer-side payroll
21 taxes, which Defendant will pay separately.

22 3. I consider this settlement to be fair, reasonable, and adequate and an excellent result,
23 particularly in light of the strength and weaknesses of the case, and is in the best interests of the
24 Participating Class Members. The settlement will result in prompt and meaningful financial benefit to the
25 Participating Class Members and will avoid all risks of potential litigation.

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27 _____
28 ¹ I am also an active member of the Bar of the State of New York and of the Washington State Bar Association. I am also admitted to practice as a Barrister-at-Law in both the New South Wales and Victorian Supreme Courts, located in Australia.

1 **Claims Alleged, Informal Discovery and Investigation, and Mediation**

2 4. On January 17, 2023, Plaintiff Christopher Fox initiated this lawsuit by filing a complaint
3 alleging causes of action against Verkada, based on a misclassification theory, for failure to pay overtime
4 wages under California Labor Code §§ 510, 1194, failure to issue accurate itemized wage statements
5 under California Labor Code § 226(a), (e), failure to pay all compensation due at the time of discharge
6 from employment under California Labor Code §§ 201-203, as well as a claim for failure to reimburse
7 necessarily incurred business expenses under California Labor Code § 2802, and violation of the
8 California Business & Professions Code §§ 17200 et seq.

9 5. Prior to the filing of the case, our firm conducted an investigation into the facts underlying
10 the alleged violations. We conducted a detailed interview of Plaintiff Fox relating to his employment at
11 Verkada and the policies and practices ultimately challenged in this case, reviewed documents gathered
12 by him on our request, interviewed other individuals who worked in sales/sales-related employees at
13 Verkada and reviewed employment documents they shared with our firm.

14 6. On January 30, 2023, Plaintiff Christopher Fox gave written notice to Defendant by
15 certified mail, and to the Labor & Workforce Development Agency (“LWDA”) via its online portal of
16 Defendant’s alleged violations of the California Labor Code and applicable Wage Order and the facts and
17 theories underlying the violations.² A true and correct copy of the PAGA Notice (including confirmation
18 of its submission to the LWDA) is attached as **Exhibit 2** hereto.

19 7. On March 10, 2023, Defendant filed its Answer generally denying Plaintiff’s allegations
20 and asserting affirmative defenses, including that Plaintiff and the putative class members were properly
21 classified as exempt.

22 8. On April 5, 2023, after exhausting administrative procedures, Plaintiff Fox filed the First
23 Amended Complaint adding a cause of action for PAGA, as well as a cause of action for missed meal
24 periods, and adding Thomas Sims and Kyree Washington as named Plaintiffs and class representatives.

25 9. On May 5, 2023, Defendant filed its Answer to the FAC, again generally denying the
26 allegations and raising affirmative defenses.

27 _____
28 ² On December 12, 2022 our firm provided a PAGA letter to the LWDA on behalf of a former employee
of Verkada who ultimately was not included as a named plaintiff in this case.

1 10. In their FAC, Plaintiffs allege that Verkada misclassified its sales-related employees as
2 exempt and as a result failed to pay them overtime wages under California Labor Code. Specifically,
3 Plaintiffs allege that the only potentially applicable exemption to Class was the inside sales exemption.
4 However, Class Members' commissions did not represent more than half of their total compensation
5 during most of the pay periods and they were therefore entitled to overtime pay during the pay periods
6 when their commissions represented half or less than half of their total compensation. Additionally, the
7 complaint alleges that some of the Class Members held entry-level roles and were not entitled to earn
8 commissions at all.

9 11. The complaint also alleged that even if Class Members were exempt as inside salespersons
10 during some of their periods of employment, the insides salesperson exemption only exempts employees
11 from the overtime pay requirement and Class Members were therefore still entitled to meal breaks,
12 accurate itemized wage statements, and to be paid all wages due upon discharge from employment.

13 12. In addition, the FAC alleged that Class Members paid out of pocket for their home office
14 expenses, including home internet and cell phone, when working remotely due to the COVID-19
15 pandemic and related government shutdowns, and also used their personal cellphones even when working
16 from the office, in order to carry out their job duties for Defendant. Defendant, however, did not reimburse
17 them either for their home office expenses or the use of their personal cell phones.

18 13. The parties agreed to mediate their dispute with Tripper Ortman, a well-respected and
19 skilled mediator, and to an informal exchange of documents in aid of mediation. Prior to mediation,
20 Defendant produced data and documents that allowed Plaintiffs to make a damages assessment. The data
21 and documents included Class Members' and Collective Members' payroll data; excerpts from the
22 employee handbooks in effect during the Class Period; representative wage statements; offer letters and
23 job descriptions for each covered position; and documents and communications with employees regarding
24 remote work from home during the COVID-19 pandemic. Defendant admitted that it did not maintain a
25 written meal or rest break policy. In addition, the payroll data did not show any expense reimbursements
26 for home office or cellular phone expenses.

27 14. Plaintiffs' Counsel analyzed the data provided by Defendant and the data was analyzed by
28 Plaintiffs' Counsel's data expert prior to mediation. Based on the data provided, Plaintiffs' Counsel was

1 able to determine the total number of weeks worked by the Class Members and the Collective Members
2 during the relevant periods, the average hourly rate for the Class Members (\$63.25) and for the Collective
3 Members (\$51.67), the number and percentage of weeks during which commissions represented less than
4 half of Class Members and Collective Members' total earnings (approximately 18.5% and 16%,
5 respectively), and the number and percentage of weeks (approximately 31%) during which Collective
6 Members' earnings met the highly-compensated exemption earnings threshold. This information allowed
7 Class Counsel to calculate the maximum potential exposure.

8 15. In addition, Class Counsel conducted their own investigation, including researching
9 Verkada's structure and growth through public sources, surveying approximately 18 Class Members and
10 conducting interviews with many of the respondents (including gathering additional documents).

11 16. Verkada also shared portions of its mediation brief and exhibits, detailing its defenses and
12 arguments. Plaintiffs also shared their detailed mediation brief supported by documents obtained in
13 informal discovery and as part of Plaintiffs' Counsel's investigation.

14 17. Based on the above, Plaintiffs were well-equipped to evaluate the strengths and weaknesses
15 of their claims and of Defendant's defenses.

16 18. On September 19, 2023, the Parties participated in a mediation session with Tripper
17 Ortman, an experienced and well-respected wage-and-hour mediator.

18 19. The mediation was hotly contested. Defendant contended that its sales employees were
19 exempt under several different exemptions, including the administrative exemption, the inside salesperson
20 exemption, and/or the highly-compensated employee exemption under federal law. As discussed above,
21 the payroll data provided by Defendant showed that Class Members' commissions represented more than
22 half of their total compensation during approximately 18.5% of the workweeks and Collective Members'
23 commissions represented more than half of their total compensation during approximately 16% of their
24 weeks worked. The data also showed that potential members of the Collective met the threshold for the
25 highly-compensated employees exemption during 31% of the workweeks. Defendant argued that during
26 most of the remaining workweeks, Class and Collective Members met the administrative exemption
27 requirements.
28

1 20. Defendant also contended that sales employees do not typically work overtime and even if
2 or when they do, any overtime worked is minimal. Verkada presented time proxy data in support of their
3 contention that Class Members worked minimal overtime.

4 21. Defendant also vigorously contended that Class Members could and did take meal breaks
5 and rest breaks and presented evidence at mediation to support its contentions. Verkada pointed to the
6 fact that it provided free lunches to Class Members and other California employees which could be eaten
7 at its multiple cafeteria spaces, and that during the relevant period its records show it served lunch to 120%
8 of its employee population, and that lunch often runs out by 12:30 p.m., suggesting timely meals. Verkada
9 also pointed to its employee-centric culture and multiple rest break areas, which have sitting areas and
10 various forms of entertainment, including games and televisions.

11 22. Verkada also argued that this information and statistics are all indicative of the fact that
12 employees took their breaks.

13 23. Further, Verkada contended that the VOIP phones it provided were required to be used by
14 the employees and that any use of personal cellphones was neither necessary nor required. With respect
15 to home office expenses, Verkada stated that employees were required to return to the offices as early as
16 the beginning of June 2020 and any home office expenses after that period were not necessary or
17 reasonable.

18 24. Defendant was represented by experienced counsel who have litigated numerous California
19 and FLSA wage and hour class/collective actions. Despite the risks Plaintiffs faced based on Verkada's
20 actual and potential defenses, Plaintiffs were able to successfully reach an agreement on the class, FLSA
21 collective, and PAGA claims and subsequently signed a term sheet. The parties then negotiated and
22 entered into a long-form Settlement Agreement.

23 25. To conform to the terms of the Settlement Agreement, on November 29, 2023 Plaintiffs
24 filed an amended PAGA Notice with the LWDA, adding claims for rest break violation. A true and correct
25 copy of the amended PAGA Notice (including confirmation of its submission to the LWDA) is attached
26 as **Exhibit 3** hereto.

27 26. To further conform to the terms of the Settlement Agreement, the parties have filed a
28 stipulation and proposed order for leave for Plaintiffs to file a Second Amended Complaint adding a cause

1 of action for the failure to permit and authorize rest breaks in violation of Labor Code § 226.7, a cause of
2 action for civil penalties pursuant to PAGA based on the alleged rest break violations, and a cause of
3 action for unpaid overtime under the FLSA, 29 U.S.C. §§ 207, 215 on behalf of a nationwide class of
4 sales-related employees at Verkada.

5 **Plaintiffs' Damages Analysis**

6 a. Risk on Inherent in Plaintiffs' Underlying Misclassification Theory

7 27. Plaintiffs' claims for unpaid overtime, meals and rest break violations, inaccurate wage
8 statements, and the derivative claim for waiting time penalties, all hinge on Plaintiffs' theory that Verkada
9 misclassified Class and Collective Members as exempt.

10 28. Plaintiffs contend that Class and Collective Members whose commissions comprised half
11 or less than half of their total earnings did not meet the requirements of the inside salesperson exemption
12 (Wage Order No. 4, § 3(D); 29 U.S.C. § 207), and that no other exemption applied to any of the members
13 of the Class and/or of the Collective. Plaintiffs allege that Verkada was thus required to pay overtime
14 wages under California and federal laws. In addition, even those Class Members whose commissions
15 compromised more than half of their total earnings were not exempt from meal and rest breaks, and
16 accurate itemized wage statement requirements under California law because the inside salesperson
17 exemption only exempts employees from the overtime pay protection.

18 29. However, Verkada contends that Plaintiffs were exempt under the administrative
19 exemption, the inside salesperson exemption, and/or the FLSA's highly-compensated exemption. In
20 support of its contention, Verkada pointed to the payroll data showing the number of workweeks during
21 which Class and Collective Members' commissions exceeded more than half of their total compensation,
22 and met the highly-compensated employees exemption earnings threshold. Verkada also contends that
23 Class and Collective Members were exempt under the administrative exemption because their work was
24 directly related to the general business operations of the company because AEs generate revenue by
25 promoting sales exclusively through Verkada's "channel" partners. They largely act as consultants to the
26 customers of Verkada's channel partners, spend much of their time learning about their client's needs for
27 technology, security and systems, and how their clients run their organizations. AEs do not make cold
28 calls or sales all day, but rather they engage in strategic planning to grow and support the existing clients

1 and exercise broad discretion in doing so. Verkada contended that AAEs and SDRs spent their time
2 prospecting, qualifying, and educating cold leads into prospects, and also exercise discretion in doing so.
3 Finally, MDRs are part of the marketing team and focus on “warm” leads, and do not spend much time
4 on cold outreach to prospects.

5 30. Plaintiffs are confident that the Court would find that Class and Collective Members do
6 not meet the administrative exemption because their work largely consisted of selling Verkada’s products
7 and was not work that is directly related to the management or operation of the business. However, there
8 was a risk that Verkada would prevail on the merits with respect to some or all of the covered positions.
9 There was also a risk that a court would deny certification because the covered positions differ with respect
10 to job duties and levels of discretion (e.g., Sr. Account Executives and Account Executives held more
11 senior positions and Associate Account Executives, Sales Development Representatives, and Marketing
12 Development Representatives were focused on marketing rather than promoting sales), and because
13 employees in the covered positions worked on different teams with different supervisors.

14 b. Risks on the California State and FLSA Overtime Claim – Cal. Labor Code §§ 1194, 510
15 and 29 U.S.C. §§ 207, 215

16 31. Plaintiffs calculated the maximum value of the overtime claim for settlement purposes as
17 around **\$20,410,554** for the Class and around **\$10,578,347** for the Collective Members based on seven
18 hours of overtime per week as follows. During the Class Period, Class Member worked approximately
19 30,733 weeks during which their commissions were less than 50% of their total compensation, and their
20 average hourly rate was \$63.25. Thus, $30,733 \times \$63.25 \times 1.5 \times 7 = \$20,410,554$. During the Collective
21 Period, members of the Collective worked approximately 19,498 weeks during which their commissions
22 were less than 50% of their total compensation, and their average hourly rate was \$51.67. Thus, $19,498 \times$
23 $\$51.67 \times 1.5 \times 7 = \$10,578,347$. Plaintiffs’ calculated exposure of unpaid overtime worked by the
24 Collective Members assumes a 100% participation rate and a three-year statute of limitations based on
25 willful failure to pay overtime.

26 32. **Certification and Merits Risks:** Plaintiffs believed that their case was strong, but also
27 recognized that they faced substantial class certification risks, and merits risks with respect to both state
28 and federal overtime claims based on Defendant’s actual and potential defenses. Verkada could have

1 contended that Plaintiffs would not be able to certify their overtime claim based on the administrative
2 exemption theory because the covered positions differed with respect to job duties and levels of discretion,
3 with MDRs/SDRs/AAEs holding having less discretion and AEs having more discretion, and Class
4 Members worked on different teams and with different supervisors, and Collective Members worked in
5 different offices across the country making for a greater variation in the experience of potential collective
6 members.

7 33. With respect to the merits, Verkada vigorously contended that even if Class and Collective
8 Members were entitled to be paid for overtime, they worked minimal overtime, if any. Plaintiffs expected
9 that Verkada's records would support their allegations that members of the Class and of the Collective
10 routinely worked overtime. However, Verkada presented time proxy data that showed that Class Members
11 on average worked only slightly longer than 8 hours per day. Verkada also contended that under federal
12 law Collective Members were not entitled to overtime unless they worked more than 40 hours per week,
13 even if they worked more than 8 hours on certain days. Ultimately, proving hours worked is inherently a
14 fact-intensive inquiry and would likely require a trial.

15 34. Based on Verkada's actual and potential defenses, Plaintiffs applied a 40% discount to the
16 Class overtime claims for the risks on certification, for settlement purposes, and a further 50% discount
17 for the risk on the merits, reducing the value of the state overtime claim to **\$6,123,166**.

18 35. Plaintiffs calculated the maximum exposure to the FLSA overtime claims based on a 100%
19 opt-in rate. However, the typical opt-in rate is between 15 and 30 percent. Calculated based on the outer
20 30% opt-in rate, the exposure is reduced down to \$3,173,504. Plaintiffs applied a further 50% discount
21 based on Verkada's contention that Collective Members were exempt during all or most of the relevant
22 period and, even if they were non-exempt, they worked minimal overtime. This reduced exposure down
23 to \$1,586,752. If a court were to find that Verkada's violation was not willful, it would apply a two-year
24 statutory of limitations, which would reduce maximum exposure by 1/3. Finally, if Verkada could provide
25 that some of the Collective Members were exempt under the federal highly compensated exemption during
26 all or part of the liability period, this would further reduce liability. Based on these additional risks,
27 Plaintiffs applied a further 15% discount, reducing the value of the FLSA overtime claim to **\$1,348,739**.

1 c. Risks on the Meal and Rest Break Claims – Cal. Labor Code §§ 226.7, 512

2 36. Plaintiffs allege that as a result of misclassifying Class Members as exemption, Defendant
3 had no written meal or rest break policy and failed to provide them with meal break and failure to permit
4 and authorize them to take off-duty rest breaks, or pay premium pay in lieu of missed breaks. Plaintiffs
5 also contended that Class Members routinely missed breaks due to the pressure placed on them by Verkada
6 to hit certain call/leads and sales targets. Plaintiffs assumed calculated Defendant's exposure to unpaid
7 premium pay on these claims as **\$7,081,470**, based on estimated three missed meal/rest breaks per week
8 as follows: 37,320 (total weeks worked by the Class)³ x \$63.25 x 3.

9 37. **Class Certification and Merits Risks:** Verkada contended that Class Members were
10 provided with compliant off-duty meal and rest breaks and were encouraged to take frequent breaks. In
11 support of its contention, Verkada pointed to the fact that it provided free lunches to Class Members (and
12 other employees) which could be eaten at its multiple cafeteria spaces, that during the Class Period its
13 records show it served lunch to 120% of its employee population, and that the cafeteria frequently runs
14 out of lunch by 12:30 p.m. Verkada contended that Class Members also take rest breaks. Verkada provides
15 multiple rest break areas, which have sitting areas and various forms of entertainment, including games
16 and television, and employees are encouraged to use these spaces to recharge and build upon Verkada's
17 tight-knit, in person culture.

18 38. Plaintiffs expect Verkada would argue that even if some Class Members do not take meal
19 and/or rest breaks they do so by their own choice, as they have full control over their schedules and enough
20 time during the day to take both meal and rest breaks. Verkada would also likely argue that whether each
21 Class Member was able to take breaks will result in fact-intensive determinations and would make
22 certification unlikely.

23 39. Based on these actual and potential defenses, Plaintiffs applied a 40% discount for the
24 certification risk, and a further 50% discount for the risk on the merits, reducing the value of this claim to
25 **\$2,124,441**.

26
27 ³ This does not exclude the weeks during which Class Members' commissions were more than 50% of
28 their compensation because the inside salesperson exemption does not exempt from meal and rest break requirements.

1 **d. Wage Statement and Waiting Time Penalties Claims (Labor Code §§ 226, 201-203**

2 40. Plaintiffs contend that as non-exempt employees, Class Members were entitled to wage
3 statements that listed their total hours worked, applicable hourly rates, and accurate net and gross wages
4 earned pursuant to Labor Code §§ 226(a)(1), (2), (5) and (a)(9). However, Verkada did not track their
5 hours and instead of listing their total hours worked and applicable hourly rates, they only include “0.00”
6 under hourly rate, and mechanically insert “86.666667” for hours worked. The wage statements issued to
7 the Class Members also did not show premium pay for missed meal and rest periods. Because Class
8 Members could not determine their net and gross wages and their hours and applicable rates by looking
9 at the wage statements alone, Plaintiffs contend Class Members were injured within the meaning of Labor
10 Code § 226(e)(2)(B)(i), (C) and are owed statutory penalties. Plaintiffs also contend that Verkada owes
11 Class Members waiting time penalties pursuant to Labor Code § 203 because it failed to pay overtime and
12 premium pay for missed breaks and thus did not pay all wages due and owing to formerly employed Class
13 Members at the time of their discharge from employment. Plaintiffs calculated statutory penalties on §
14 226(e) claim as \$1,015,400 (380 (wage statements with initial violations) x \$50 + 10,344 wage statements
15 with subsequent violations) x \$100. Plaintiffs calculated waiting time penalties as follows. Class
16 Members’ average daily rate was approximately \$506. There were approximately 243 formerly employed
17 Class Members, thus \$506 x 30 (days of penalties) x 243 = \$3,688,740. Thus, Plaintiffs calculated total
18 penalties of on both claims as **\$4,704,140**.

19 41. **Class Certification and Merits Risks:** Plaintiffs applied a 40% discount to the total
20 exposure on these claims for the same risks on class certification applied to the overtime and meal/rest
21 break claims. Plaintiffs applied a further 50% discount for the risks on the merits as to each claim because
22 these claims hinged on misclassification theory and because a finding of a good faith dispute that any
23 wages were unpaid, and/or a good faith belief that Class Members were correctly classified as exempt
24 would result in an award of no penalties under either § 226(e) or § 203. Thus, Plaintiffs calculated
25 Verkada’s realistic exposure on the wage statement and waiting time penalties claims, after applying
26 discounts, as **\$1,411,242**.

1 e. **Unreimbursed Expenses Claim - Labor Code § 2802**

2 42. Plaintiffs contend that Verkada was required, but failed to reimburse Class Members for
3 their home office expenses (i.e. home internet, cell phones) the incurred in working from home during the
4 COVID-19 pandemic, and for the use of their personal cellphones to communicate with clients throughout
5 the Class Period. Plaintiffs calculated Verkada's exposure on this claim as **\$492,050**, as follows: 8,679
6 (total months worked by Class Members during the Class Period) x \$50 (monthly cell phone expenses) +
7 1,162 (total months worked remotely by Class Members) x \$50 (monthly home internet expenses).

8 43. **Class Certification and Merits Risks:** Plaintiffs faced substantial certification and merits
9 risks based on Defendant's actual and potential defenses. Verkada provided evidence that it reopened its
10 offices as early as June 2020, and that most employees returned to work from the offices early on. Verkada
11 also contended that it provides employees with laptops from which they are instructed to make all
12 communications (including calls), that use of personal cellphones was thus not necessary, and that anyone
13 who used their personal phones did so of their own accord. In addition, Verkada could have argued that
14 at least some of the employees left the state during the pandemic, as many people did, and thus were not
15 entitled to reimbursement under Section 2802, and that even if expenses were incurred, they were minimal.
16 These individual assessments would create an issue with manageability given that work experiences vary
17 between employees. Further, even assuming a class were certified, Verkada could have argued that
18 Plaintiffs' estimate of \$100 per month (\$50 for cellular phones and \$50 for home internet) in unreimbursed
19 expenses overstated the reasonable portion of expenses incurred. Based on these actual and potential
20 defenses, Plaintiffs applied a 30% discount for the certification risk, and a further 50% discount for the
21 merits risks, which reduced Verkada's exposure on this claim to **\$172,218**.

22 **The Settlement is an Excellent Result**

23 44. Plaintiffs calculated maximum damages (excluding PAGA penalties and interest) as
24 \$43,304,561 and realistic exposure as \$11,191,206 as follows:

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Claim	Maximum Damages	Realistic Exposure
Unpaid Overtime (Lab. Code § 1194, 510)	\$20,410,554	\$6,123,166
Unpaid Overtime (29 U.S.C. § 207)	\$10,578,347	\$1,348,739
Missed Meal and Rest Breaks (Lab. Code §§ 512, 226.7)	\$7,081,470	\$2,124,441
Wage Statements (Lab. Code §§ 226(a), (e))	\$1,053,400	\$316,020
Waiting Time Penalties (Lab. Code §§ 201-203)	\$3,688,740	\$1,106,622
Unreimbursed Expenses (Lab. Code § 2802)	\$492,050	\$172,218
Total	\$43,304,561	\$11,191,206

45. The \$5,850,000 settlement compares favorably with the full relief I estimate for the Class Members and the Collective Members. The settlement represents 13.5% of the maximum exposure, and 52.3% of the realistic exposure, which is fair and reasonable. I consider this settlement to be an excellent result.

46. Under the Settlement Agreement, the Net Settlement Amount (“NSA”) will total approximately \$3,650,000,⁴ if the Court grants the fees and costs requested by Plaintiffs in full. Each Settlement Class Member and each Settlement Collective Member will be entitled to payment of a portion of the Net Settlement Amount (i.e., his or her “Individual Settlement Payment”). The amount that each Settlement Class Member and each Settlement Collective Member will be eligible to receive under the Settlement will be determined based on a weighted-work-week formula that corresponds to the realistic value of the Class and FLSA claims. The weeks worked by Settlement Class Members and Settlement Collective Members during the relevant periods will be derived from Defendants’ payroll records.

47. Assuming a 100% participation rate by the collective members, the average gross recovery per Class Member will be \$7,437.03 and per Collective Member will be \$1,122.81, the average net pre-

⁴ \$5,850,000 – (\$1,950,000 (attorneys’ fees) + \$35,000 (litigation costs) + \$30,000 (Service Payments) + \$35,000 (Settlement Administration costs) + \$150,000 (PAGA allocation))

1 tax recovery per Class Member will be \$4,640, and per Collective Members will be \$700.56. The average
2 recoveries of Collective Members are reasonably lower than the average recoveries of the Class Members
3 because the Class Members have claims for meal and rest period violations, wage statement violations,
4 waiting time penalties, and unreimbursed expenses under California law that are not available to
5 Collective Members under federal law. The weighted-work week allocation is therefore the fairest
6 possible allocation in this case.

7 48. If less than 100% of the Collective Members file a Consent to Join Form, the NSA will be
8 distributed based on the allocation formula to the Settlement Class Members and Settlement Collective
9 Members.

10 **f. PAGA Allocation is Fair and Reasonable**

11 49. According to the data provided by Defendant, Aggrieved Employees worked a total of
12 10,724 pay periods with a Labor Code violation during the PAGA Period (January 13, 2022 through the
13 date of preliminary approval or 90 days after execution of the Settlement Agreement). Accordingly, I
14 estimate that the maximum potential exposure to PAGA penalties is \$1,072,400 (calculated at \$100 initial
15 penalty and assuming the Court would not allow “stacking” of PAGA penalties for each separate Labor
16 Code violations).

17 50. The \$150,000 allocated to the PAGA Settlement Fund represents approximately 14% of
18 the maximum PAGA penalties, which is fair and reasonable. First, the PAGA claim is subject to the same
19 merits risks as the underlying non-PAGA claims. Even if Plaintiffs prevailed on the underlying violations,
20 the award of PAGA penalties is not automatic, but is a matter of court’s discretion. Second, the overall
21 settlement resulted in robust relief per Class Member, which is what courts look at when assessing amount
22 attributed to PAGA penalties. *See O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal.
23 Aug. 18, 2016) (where settlement for the class claims is robust, the purpose of PAGA may be fulfilled
24 because by providing fair compensation to class members, the settlement has a deterrent effect on
25 defendant and other employers, thus fulfilling the purpose of PAGA).

26 51. Third, Plaintiffs’ allocation of 14% of the maximum value of PAGA Penalties is
27 comparable to PAGA allocations in similar cases that received final approval including *Mayer, et al v.*
28 *Visa Inc., et al.*, No. CGC-21-593058 (San Francisco Cnty. Super. Ct. Nov. 17, 2023) (finally approving

1 a \$45,000 carveout for PAGA penalties, representing 1.3% of the maximum PAGA penalties); *Dixon v.*
2 *Cushman & Wakefield Western, Inc.*, No. 18-cv-05813-JSC, 2022 U.S. Dist. LEXIS 73512, *7 (April 21,
3 2022) (finally approving a \$26,666.67 carveout for PAGA penalties, representing 1.3% of the maximum
4 PAGA penalties).

5 **The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

6 52. Plaintiffs have determined that each alleged violations has merit as to some or all Class
7 Members and Collective Members and is supported by evidence. Defendant has strongly asserted that
8 there are valid defenses to those claims and denied any liability in the action, but has stated that it desired
9 to settle to avoid the expense and business disruption associated with further legal proceedings.

10 53. Plaintiffs recognize that if they elected not to settle and continued to litigate, they would
11 face uncertainties on the merits and certification. Continued litigation would result in significant
12 additional costs and delay including further discovery, motion practice, and trial preparation (if Plaintiffs
13 made it that far). Even if Plaintiffs prevail at trial, appeals could further delay and jeopardize recovery.
14 Continued litigation could take years and would put Class Members at a risk of recovering less than the
15 settlement amount, or nothing at all.

16 54. This settlement provides an early resolution of the dispute (less than a year after the case
17 was filed), and Class Members and Collective Members who opt-in will obtain a recovery in the relatively
18 near future if the settlement is finally approved. This settlement provides an early resolution of the dispute
19 and ensures that Class Members, Collective Members, and the LWDA, obtain a recovery on their claims.

20 **Service Awards and Claims Administration**

21 55. In my view, the requested service awards of \$10,000 for each Plaintiff is fair and reasonable
22 to compensate them for the critical role they played in stepping forward to bring this case, and the time
23 and effort they expended to help secure the result obtained for the Class. In agreeing to serve as class
24 representatives, Plaintiffs formally agreed to accept the responsibilities of representing the interest of all
25 Class Members. Plaintiffs also took on the danger of negative notoriety result from suing their former
26 employer.

27 56. Plaintiffs expended effort on behalf of the class to help secure the result obtained. They
28 had extensive conversations with Plaintiffs' Counsel, collected and provided documents and diligently

1 assisted Class Counsel in the investigation for the case, in seeking informal discovery, in discussing the
2 case with their former colleagues and referring them to Plaintiffs' Counsel to assist with additional
3 gathering of documents and information, and preparing for the mediation. Plaintiffs' participation and
4 assistance were critical to the success of this litigation and the enforcement of Labor Code and FLSA
5 protections. Without Plaintiffs' commitment to come forward and serve as lead plaintiffs and Class
6 representatives in prosecuting this lawsuit, this litigation may not have been brought. Finally, none of the
7 Plaintiffs' claims are antagonistic to the interests of the class.

8 57. Further, unlike other Class and Collective Members who opt-in, Plaintiffs will enter into
9 general releases as part of the settlement. Plaintiffs' proposed service awards will be subject of a separate
10 motion supported by admissible evidence.

11 **Administrator**

12 58. The parties solicited bids from four settlement administrators. Although ILYM's bid was
13 not the lowest bid of the four provided, it also was not the highest bid and, in Plaintiffs' Counsel's
14 experience, the bid by ILYM is fair and reasonable in light of the scope and complexity of the
15 administration in this case. ILYM bid the administration of this Settlement for \$26,000. The proposed
16 Settlement seeks administrator costs not to exceed \$35,000. The \$9,000 reserve, if not used, will be added
17 to the NSA. A true and correct copy of the settlement administrator's bid is attached hereto as **Exhibit 4**.

18 **Attorneys' Fees and Costs**

19 59. Plaintiffs will file a separate motion for the requested attorneys' fees and costs. The
20 Settlement Agreement provides that Defendant will not oppose a request for attorneys' fees of up to
21 \$1,950,000 (33.33% of the Gross Settlement) and out of pocket litigation costs of up to \$35,000. This is
22 fair, reasonable and adequate to compensate Class Counsel for the substantial work they have already
23 done to prosecute this Action, the risk they assumed to agree to take the case in the first place, the great
24 expense spared to the Class by Class Counsel having achieved a successful resolution, the substantial
25 financial recovery made available to the Collective, and the continued time and expense that Class Counsel
26 will incur by administering the fair distribution of the settlement fund should this Court grant the
27 settlement's approval.

1 60. My firm agreed to represent Plaintiffs on behalf of the putative Class on a contingency
2 basis, and further agreed to advance all litigation costs. Our significant financial outlays would have been
3 entirely lost if the case were not won, which in this case in particular was a very real risk. The amount of
4 Class Counsel's time that would have remained uncompensated in that event would have been substantial.
5 Class Counsel also took on this case despite the known risks associated with Plaintiffs' claims as described
6 above and the unpredictable risks that are common to most complex employment class actions that
7 develop only over the course of the litigation. Nevertheless, Class Counsel was able to obtain a very
8 favorable settlement for the Class and for the Collective.

9 61. Our firm has spent significant time litigating this case, including interviewing the named
10 Plaintiffs and other sales employees who worked for Verkada in California and elsewhere in the United
11 States, reviewing documents provided by Plaintiffs prior to and after case initiation and information
12 obtained by our firm through our own research, filing multiple pleadings, engaging in extensive informal
13 discovery, analyzing data produced by Defendant, drafting a detailed mediation brief, attending a full-day
14 mediation, negotiating the settlement and continuing to negotiate the escalator clause following mediation,
15 drafting the preliminary approval papers, including interviewing additional members of the Class and of
16 the Collective and collecting declarations in support of class certification and certification of the collective
17 claims; and planning and strategizing throughout the case. Further, I anticipate that we will spent 100
18 hours of attorney time to bring this case, including: obtaining preliminary approval; overseeing the notice
19 process; answering calls and questions from class members; preparing the final approval papers; attending
20 the final approval hearing; and overseeing the distribution of the settlement funds.

21 62. The Settlement Agreement's award of litigation costs of up to \$35,000 is intended for
22 commonly reimbursed out-of-pocket costs incurred by my firm, including filing and process-serving fees,
23 expenses related to court appearances, witness location expenses, legal research charges, and the
24 professional fees paid to Tripper Ortman for a full-day mediation session, which was instrumental to
25 reaching the Settlement.

26 63. If the Court grants preliminary approval and authorizes the dissemination of notice of the
27 settlement to the Class and to the Collective, Class Counsel anticipates filing a Motion for Attorneys' Fees
28 and Costs and Service Awards for Class Representatives that will be scheduled to be heard concurrently

1 with the Motion for Final Approval. Class Counsel will submit their lodestar and costs breakdown with
2 their motion for attorneys' fees and costs at that time.

3 **Qualifications for Appoint as Class Counsel for Purposes of the Settlement**

4 64. HammondLaw is a plaintiffs' complex and class action firm founded in 2010. We have
5 been certified as Class Counsel or Co-Class Counsel in over 85 employment and consumer wage and hour
6 class actions and PAGA representative actions, representing tens of thousands of employees, including in
7 the Superior Courts for the counties of Alameda, Los Angeles, Sacramento, San Diego, San Francisco,
8 Solano, Santa Clara, Monterey, San Joaquin, Placer, Orange, Contra Costa, San Bernardino, in federal
9 District Courts in California in diversity jurisdiction cases based on state law, and in Washington state and
10 federal courts over the last fourteen years.

11 65. My firm represents employees across a variety of industries, including account executives
12 and sales employees in the tech industry and TV and radio advertising, outside salespersons in the liquor
13 distribution industry and in the photocopier distribution industry, truck drivers, fitness instructors. Since
14 2016, my firm has also been the leader in prosecuting wage and hour adjunct instructor cases in California,
15 and has successfully recovered over \$50 million dollars in damages and statutory and civil penalties in
16 those cases. We successfully litigated one such wage and hour class action on behalf of adjunct instructors
17 all the way through trial and appeal. *See Gola v. University of San Francisco*, 90 Cal. App. 5th 548 (2023),
18 cert. pet'n denied. In addition, my firm was appointed to and served on the Executive Committee in the
19 MDL case titled In re Ashley Madison Customer Data Security Breach Litigation, Case No. MDL 2669
20 (E.D. Mis. Dec. 9, 2015) (\$11.2 million claims-made settlement on behalf of approximately 39 million
21 Ashley Madison users alleging privacy violation) and as Co-Lead Counsel in a data privacy case filed
22 against BetterHelp, Inc., pending in the United States District Court for the Northern District of California,
23 Case No. 3:23-cv-01033-RS. We currently represent putative class members in large consumer privacy
24 class actions.

25 66. My firm was also the first firm in the country to bring cases and secure settlements pursuant
26 to the Automatic Renewal Law § 17600 et seq. ("ARL") and the UCL. As co-lead counsel we secured a
27 very large settlement against Apple, Inc. (the largest in the country at that time) under the ARL and UCL
28 in *Siciliano, et al. v. Apple, Inc.*, Case No. 1:13-CV-257676 (Cal. Super. Ct. Santa Clara Cnty., November

1 5, 2018) (\$16,500,000 settlement on behalf of approximately 4,000,000 consumers). We also secured
2 settlements under the ARL and the UCL in *Goldman v. Lifelock*, Case No. 1-15-cv-276235 (Cal. Super.
3 Ct. Santa Clara Cnty., Feb. 5, 2016) (\$2,500,000 settlement on behalf of approximately 320,000
4 consumers); *Davis v. Birchbox Inc.*, Case No. 3:15-cv-498-BEN-BSG (S.D. Cal. Oct 17, 2016) (settlement
5 in form of Birchbox credits for approximately 150,000 consumers); *Kruger v. Kiwi Crate*, Case No. 1-13-
6 CV-254550 (Cal. Super. Ct. Santa Clara Cnty., July 2, 2015)) (claims made settlements on behalf of
7 consumers); and *Gargir v. SeaWorld Inc.*, Case No. 37-2015-00008175-CU-MC-CTL (Cal. Super. Ct.
8 San Diego Cnty., October 21, 2016) (\$500,000 settlement on behalf of 88,000 subscribers). My firm's
9 resume is attached hereto as **Exhibit 5**.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 and the State of California that the foregoing is true and correct. Executed on February 5, 2024.
12

13 
14 Julian Hammond

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is made and entered into by and between Plaintiffs Christopher Fox, Thomas Sims, and Kyree Washington (“Plaintiffs”) and Defendant Verkada Inc. (“Verkada”) (collectively, the “Parties”). The Parties agree that the Action (as defined herein) shall be fully and finally compromised, settled and released, and final judgment entered upon the terms and conditions as set forth herein and to be approved by the Court.

1. DEFINITIONS

1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Verkada captioned *Fox et al. v. Verkada Inc.*, Case No. 23-CIV-00193, initiated on January 17, 2023 and pending in the Superior Court of the State of California, County of San Mateo.

1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former employees of Verkada who, during the PAGA Period, worked for Verkada in California in one of the following or similar job titles: (1) Sales Development Representative, (2) Marketing Development Representative, (3) Marketing (Sales) Development Representative, (4) Associate Account Executive, (5) Account Executive (including Account Executive MM1-MM6), and/or (6) Senior Account Executive.

1.5. “Class Counsel” means Julian Hammond and Polina Brandler of HammondLaw PC, 1201 Pacific Avenue, Suite 600, Tacoma, WA 98402.

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member, Aggrieved Employee, and Collective Member identifying information in Verkada’s possession including name, last-known mailing address, Social Security number, and number of Class Period Workweeks, Collective Period Workweeks, and PAGA Pay Periods.

1.8. “Class Members” means all current and former employees of Verkada who, during the Class Period, worked for Verkada in California in one of the following or similar job

titles: (1) Sales Development Representative, (2) Marketing Development Representative, (3) Marketing (Sales) Development Representative, (4) Associate Account Executive, (5) Account Executive (including Account Executive MM1-MM6), and/or (6) Senior Account Executive.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’, Collective Members’, and Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members, Collective Members, and Aggrieved Employees.

1.10. “Class Period” means from January 17, 2019, through the date of Preliminary Approval of the Settlement or 90 days from the date that both Parties execute this Settlement Agreement, whichever is earlier.

1.11. “Class Representatives” means the named Plaintiffs, Christopher Fox, Thomas Sims, and Kyree Washington, in the operative complaint in the Action seeking Court approval to serve as a Class Representatives.

1.12. “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.13. “Collective Members” means all current and former employees of Verkada, who, during the Collective Period, worked for Verkada in the United States in one of the following or similar job titles: (1) Sales Development Representative, (2) Marketing Development Representative, (3) Marketing (Sales) Development Representative, (4) Associate Account Executive, (5) Account Executive (including Account Executive MM1-MM6), and/or (6) Senior Account Executive.

1.14. “Collective Period” means from January 17, 2020, through the date of Preliminary Approval or 90 days from the date that both Parties execute this Settlement Agreement, whichever is earlier.

1.15. “Consent to Join” means the submission of a Consent to Join Form or other written/digital request to be included in the FLSA portion of the Settlement that is signed by the Collective Member.

1.16. “Consent to Join Form” means the Court approved written request to opt-in to the FLSA portion of the Settlement signed by the Collective Member, to be mailed to Collective Members in English, and posted on the Administrator’s website for electronic completion, signature, and submission, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.17. “Court” means the Superior Court of California, County of San Mateo.

1.18. “Defense Counsel” means Lynne Hermle, Katie Briscoe, and Rachel Capler of Orrick, Herrington & Sutcliffe LLP.

1.19. “Effective Date” means 10 business days after the Court enters the Final Judgment if no objections to the Settlement are filed by the Response Deadline. If objections are filed and overruled, and no appeal is taken of the Final Judgment, the Effective Date shall be 61 days after the Court enters the Final Judgment. Should an objector or other person appeal the Final Judgment, the Effective Date shall be such time as the appeal is finally resolved and the Final Judgment becomes final.

1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23. “FLSA” means the Fair Labor Standards Act (29 U.S.C. § 201 et seq.).

1.24. “Gross Settlement Amount” means \$5,850,000.00 (five million eight hundred and fifty thousand dollars) which is the total amount Verkada agrees to pay under the Settlement except as provided in Section 8 below. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expense Payment.

1.25. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of eligible PAGA Pay Periods.

1.26. “Individual Settlement Payments” means a Settlement Class Member’s and/or Settlement Collective Member’s pro rata share of the Net Settlement Amount calculated according to the number of eligible Workweeks worked during the Class Period and/or Collective Period and according to the methodology set out in paragraph 3.2.4.

1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.28. “LWDA PAGA Payment” means the 75% of the PAGA Payment that will be paid to the LWDA under Labor Code section 2699, subdivision (i).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Settlement Class Members and Settlement Collective Members as Individual Settlement Payments.

1.30. “Non-Participating Class Member” means any Class Member who opts out of the class action portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Class Member who also is an Aggrieved Employee and who opts out will nonetheless remain bound by the PAGA portion of the Settlement.

1.31. “Non-Participating Collective Member” means any Collective Member who fails to timely file a Consent to Join.

1.32. “Notice” means the Court approved Notice of Class and Collective Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit B and incorporated by reference into this Agreement.

1.33. “Notice Packet” means the Notice, Request for Exclusion Form (if applicable), and Consent to Join Form (if applicable) mailed to Class Members, Collective Members, and Aggrieved Employees by the Administrator.

1.34. “Operative Complaint” means the forthcoming Second Amended Complaint that will be filed by Plaintiffs in this Action at the same time they file their Motion for Preliminary Approval and that asserts claims under California law and the FLSA for unpaid straight and overtime wages, as well as claims under California law for the failure to provide meal and rest breaks, failure to provide accurate wage statements, failure to reimburse for necessary business expenses, failure to timely pay wages during employment and at termination, PAGA penalties, and unfair competition.

1.35. “PAGA” means the California Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.36. “PAGA Notice” means Plaintiffs’ December 12, 2022 letter to Verkada and the LWDA, Plaintiffs’ January 13, 2023 letter to Verkada and the LWDA, and any subsequent letter by Plaintiffs to Verkada and the LWDA providing notice of the claims asserted in the Operative Complaint and a copy of the Operative Complaint pursuant to California Labor Code section 2699.3, subdivision (a).

1.37. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Verkada for at least one day during the PAGA Period.

1.38. “PAGA Payment” means \$150,000.00 of the Gross Settlement Amount allocated to the settlement of claims for civil penalties under PAGA, allocated 25% to the Aggrieved Employees (\$37,500.00) and 75% to LWDA (\$112,500.00) in settlement of PAGA claims.

1.39. "PAGA Period" means from January 13, 2022, through the date of Preliminary Approval of the Settlement or 90 days from the date that both parties execute the long form settlement agreement, whichever is earlier.

1.40. "Participating Class Members" means Settlement Class Members, Settlement Collective Members, and Aggrieved Employees.

1.41. "Plaintiffs" means Christopher Fox, Thomas Sims, and Kyree Washington, the named plaintiffs in the Action.

1.42. "Preliminary Approval" means the Court's Order granting Preliminary Approval of the Settlement.

1.43. "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, and causes of action that were or could have been asserted in the Action based on the same alleged facts in any complaint filed in the Action and arising during the Class Period, which includes in any PAGA letters sent by or on behalf of the Aggrieved Employees to the LWDA, including claims for (1) failure to pay overtime compensation; (2) failure to provide meal periods or pay meal break penalties; (3) failure to provide rest breaks or pay rest break penalties; (4) failure to indemnify necessary business expenses; (5) failure to timely pay wages during employment and at separation of employment; (6) failure to provide accurate itemized wage statements; and (7) unfair and unlawful competition based on the California Labor Code violations alleged in (1)-(6); and all claims for attorneys' fees and costs, interest and penalties based on the foregoing.

1.44. "Released FLSA Claims" means all federal wage and hour law claims, obligations, demands, rights, causes of action, and liabilities, of whatever kind and nature, character and description, that were or could have been asserted in the Action and arising during the Collective Period based on the facts, claims and/or allegations pled therein. Released FLSA Claims include, but are not limited to, claims for overtime wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. § 201, et seq., that have been or could have been asserted during the Collective Settlement Period.

1.45. "Released PAGA Claims" means all claims for civil penalties under PAGA that were or could have been asserted in the Action and arising during the PAGA Period based on the same alleged facts in any of the complaints or in any PAGA letter sent by or on behalf of the Aggrieved Employees to the LWDA, including but not limited to claims for civil penalties for violations of the California Labor Code for (1) failure to pay straight or overtime compensation; (2) failure to provide meal periods or pay meal break penalties; (3) failure to provide rest breaks or pay rest break penalties; (4) failure to indemnify necessary business expenses; (5) failure to timely pay wages during employment and at separation of employment; and (6) failure to provide accurate itemized wage statements.

1.46. “Released Parties” means Verkada and any parent, subsidiary, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present and future agents, employees, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Verkada or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, and consultants.

1.47. “Request for Exclusion” means a Class Member’s submission of a Request for Exclusion Form or other written request to be excluded from the class portion of the Settlement that is signed by the Class Member.

1.48. “Request for Exclusion Form” means the Court approved written request to be excluded from the class portion of the Settlement signed by the Class Member, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit C and incorporated by reference into this Agreement.

1.49. “Response Deadline” means 60 days after the Administrator mails the Notice Packet, and shall be the last date on which Class and/or Collective Members may: (a) fax, email or mail Requests for Exclusion Forms and/or Consent to Join Forms, or (b) fax, email or mail his, her, or their Objection to the Class portion of the Settlement. Class and Collective Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the time the Response Deadline has expired.

1.50. “Settlement” means the disposition of the Action effected by this Agreement and the resulting Final Judgment.

1.51. “Settlement Class Members” means those Class Members who do not timely file a Request for Exclusion Form.

1.52. “Settlement Collective Members” means those Collective Members who timely file a Consent to Join Form.

1.53. “Workweek” means any week during which a Class Member and/or Collective Member worked for Verkada for at least one day, during the Class Period and/or Collective Period.

2. RECITALS

2.1. On January 17, 2023, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Verkada under California law for unpaid overtime wages, failure to provide meal breaks, failure to provide accurate wage statements, failure to reimburse

for necessary business expenses, failure to timely pay wages at termination, and unfair competition. On April 5, 2023, Plaintiffs filed the First Amended Complaint alleging the same causes of action as the original Complaint, and added a derivative PAGA claim. Verkada denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in the First Amended Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to California Labor Code section 2699.3, subdivision (a), Plaintiffs gave written notice to Verkada and the LWDA by sending the PAGA Notice. Plaintiffs will submit an amended PAGA notice to the LWDA consistent with the Second Amended Complaint that is to be filed.

2.3. On September 19, 2023, the Parties participated in an arm's length, all-day mediation presided over by mediator Tripper Ortman, which ultimately led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, the relevant policies, job descriptions, and communications; offer letter templates for the at-issue positions; Plaintiffs' personnel files; payroll data for all Class Members; Workweek and pay period data points for all Class Members, Collective Members, and PAGA Members; and Verkada's time proxy data reflecting the amount of time the Class Members, Collective Members, and PAGA Members spent working. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*"); see also *Linney v. Cellular Alaska Partnership*, 151 F.3d 1234, 1239-40 (9th Cir. 1998) (recognizing that under Fed. R. Civ. Pro. 23, the amount of discovery completed will weigh in favor of approval so long as the parties have sufficient information to make an informed decision regarding settlement).

2.5. The Court has not granted class certification or conditional certification.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Verkada promises to pay \$5,850,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Payments. Verkada has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the Effective Date of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Settlement Class Members, Settlement Collective Members, or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Verkada.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Settlement Payments and any Individual PAGA Payments the Class Representatives are entitled to receive). Verkada will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount (\$1,950,000.00) and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Verkada will not oppose requests for these payments provided that do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Verkada harmless, and indemnifies Verkada, from any dispute or controversy regarding any division or sharing of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$35,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$35,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Settlement Class and Settlement Collective Members: The Administrator shall have the authority and obligation to calculate and pay the amounts of the Individual Settlement Payments in accordance with the methodology set forth in this

Agreement and orders of the Court. The Parties recognize and agree that the claims for relief in the Action are extremely difficult to determine with any certainty for any given year, or at all, and are subject to myriad differing calculations and formulas. The Parties agree that the methodology for allocating the Individual Settlement Payments is reasonable and that the payments are designed to provide a fair settlement to such persons, in light of the uncertainties of the compensation alleged to be owed and the calculation of such amounts. Only Settlement Class Members and Settlement Collective Members will receive Individual Settlement Payments.

3.2.4.1. Methodology for Calculating Individual Settlement

Payments. The Parties have agreed that the Individual Settlement Payments will be calculated on the basis of the number of Workweeks, weighted according to whether the individual is a Settlement Class Member only, a Settlement Collective Member only, or both. The Workweeks for individuals who are Settlement Collective Members only will be weighted as 1.0. The Workweeks for individuals who are Settlement Class Members only will be weighted as 5.0. The Workweeks for individuals who are both Settlement Class Members and Settlement Collective Members will be weighted as 5.25. By way of example only:

Individuals A, B, and C each worked for 10 Workweeks during the applicable time period. Individual A is a Collective Member, and not a Class Member, but returns a Consent to Join Form, and is therefore a Settlement Collective Member only. Individual B is a Collective Member and a Class Member, but does not return a Consent to Join Form and is therefore a Settlement Class Member only. Individual C is a Collective Member and a Class Member, and does return a Consent to Join Form, and is therefore both a Settlement Class Member and a Settlement Collective Member. For purposes of determining the Individual Settlement Payments, Individual A will be allocated a proportionate share of the Net Settlement Amount based on 10 weighted Workweeks, Individual B will be allocated a proportionate share of the Net Settlement Amount based on 50 weighted Workweeks, and Individual C will be allocated a proportionate share of the Net Settlement Amount based on 52.5 weighted workweeks.

3.2.4.2. Tax Allocation. 50% of each Individual Settlement Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 50% of each Individual Settlement Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms, if required. Settlement Class Members and

Settlement Collective Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment.

3.2.4.3. Effect of Non-Participating Class Members and Non-Participating Collective Members on Calculation of Individual Settlement Payments. Non-Participating Class Members and Non-Participating Collective Members will not receive any Individual Settlement Payments. The Administrator will retain amounts equal to what their Individual Settlement Payments would have been (had they participated) in the Net Settlement Amount for distribution to Settlement Class Members and Settlement Collective Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: The amount of \$150,000.00 to be paid from the Gross Settlement Amount in settlement of claims for civil penalties under PAGA, with 75% (\$112,500.00) allocated to the LWDA PAGA Payment and paid to the LWDA, and 25% (\$37,500.00) allocated to the Individual PAGA Payments and paid to Aggrieved Employees as set forth in this Agreement.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.5.3. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENT

4.1. Workweeks. Based on a review of its records to date, Verkada estimates there are 637 Class Members who collectively worked a total of 33,467 Workweeks from the beginning of the statutory period (January 17, 2019) through the date of mediation. Verkada further estimates there are 510 Collective Members who collectively worked a total of 21,064 Workweeks outside of California from the beginning of the relevant statutory period (January 17, 2020) through the date of mediation.

4.2. Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Settlement, Verkada will deliver the Class Data to the Administrator, in the form

of a Microsoft Excel spreadsheet. To protect privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Verkada has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Verkada must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Verkada shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Verkada's share of payroll taxes, by transmitting the funds to the Administrator no later than 20 business days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Verkada funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Settlement Payments and/or Individual PAGA Payments and send them to the Settlement Class Members, Settlement Collective Members, and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Notice Packets were returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Settlement Class Members and/or Settlement Collective Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Settlement Class Members, Settlement Collective Members, and/or Aggrieved Employees whose checks are returned undelivered without United States Postal Service

("USPS") forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Settlement Class Members, Settlement Collective Members, and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Settlement Class Member, Settlement Collective Member, and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Settlement Class Member, Settlement Collective Member, and/or Aggrieved Employee prior to the void date.

4.4.3. For any Settlement Class Member, Settlement Collective Member, and/or Aggrieved Employee whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund (or other state equivalent for Settlement Collective Members who reside outside of California) in the name of the Settlement Class Member, Settlement Collective Member, and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4. The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Verkada to confer any additional benefits or make any additional payments to any Settlement Class Member, Settlement Collective Member, and/or Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Verkada fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, Plaintiff, Settlement Class Members, Settlement Collective Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' General Release. In addition to the Released Class Claims, Release FLSA Claims, and Released PAGA claims, and in consideration for the Class Representative Service Payments, Plaintiffs, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or violation of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted throughout the Effective Date. This release is intended to have the broadest possible application but excludes claims for workers' compensation benefits, claims for unemployment benefits, and any current and/or future claims that are unwaivable as a matter of law. Plaintiffs' Release also does

not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, disability benefits, or social security benefits. Nothing in this Agreement is intended to or shall be interpreted: (i) to restrict or otherwise interfere with Plaintiffs' obligations to testify truthfully in any forum; or (ii) to restrict or otherwise interfere with Plaintiffs' rights and/or obligations to respond to, cooperate with, provide information to, or participate in any investigation conducted by, any government agency or commission. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that they now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2. Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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

5.3. Release by Settlement Class Members. All Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released Class Claims.

5.4. Release by Settlement Collective Members. All Settlement Collective Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released FLSA Claims.

5.5. Release by Aggrieved Employees. All Aggrieved Employees, including any Non-Participating Class Members and/or Non-Participating Collective Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from the Released PAGA Claims.

6. MOTION FOR FINAL APPROVAL

6.1. Motion for Final Approval. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense

Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

6.2. Response to Objections. Each Party retains the right to respond to any objection raised by a Settlement Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

6.3. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Final Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of: (a) enforcing this Agreement and/or Final Judgment, (b) addressing settlement administration matters and (c) addressing such post-Judgment matters as are permitted by law.

6.5. Waiver of Right to Appeal. Provided the Final Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Final Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

6.6. Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Final Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class and Collective Members.

7.4.1. No later than three business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Collective Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members and Collective Members identified in the Class Data, via first-class USPS mail, the Notice Packets containing the Notice, Request for Exclusion Form (if applicable), and Consent to Join Forms substantially in the forms attached to this Agreement as Exhibits A-C. The first page of the Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment and/or Individual PAGA Payment payable to the Class and/or Collective Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notices, the Administrator shall conduct a Class Member Address Search to update Class Member, Collective Member, and Aggrieved Employee addresses.

7.4.3. Not later than three business days after the Administrator's receipt of any Notice Packets returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a further Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packets to individuals whose Notice Packets are returned by the USPS a second time.

7.4.4. The deadlines for Class Members' written objections, for Collective Members' Consents to Join, for challenges to Workweeks and/or Pay Periods, and for Class Members' Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Notice for all persons whose notice is re-mailed. The Administrator will inform the individual of the extended deadline with the re-mailed Notice Packet.

7.4.5. If the Administrator, Verkada, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer by telephone, and in good faith, in an effort to agree on whether to include them as Class Members, Collective Members, and/or Aggrieved Employees. If the Parties agree, such persons will be entitled to the same rights as other Class Members, Collective Members, and/or Aggrieved Employees, and the Administrator will send, via email or overnight deliver a Notice Packet requiring them to exercise options under this Agreement not later than 14 days after receipt of the Notice Packet or the deadline dates in the Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion Form not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed). To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it does not utilize the Request for Exclusion Form or otherwise fails to contain all the information specified in the Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Settlement Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases contained in Section 5.3 of this Agreement, regardless of whether the Settlement Class Member actually receives the Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Settlement Payment for their pro rata share of Workweeks during the Class Period, and shall not have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Consents to Join.

7.6.1. Collective Members who wish to include themselves in (opt-into) the FLSA portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Consent to Join Form not later than 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Collective Members whose Notice Packet is re-mailed). To be valid, a Consent to Join must be timely faxed, emailed, or postmarked by the Response Deadline.

7.6.2. The Administrator may not reject a Consent to Join as invalid because it does not utilize the Consent to Join Form or otherwise fails to contain all the information specified in the Notice. The Administrator shall accept any Consent to Join as valid if the Administrator can reasonably ascertain the identity of the person as a Collective Member and the Collective Member's desire to be included. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Consent to Join, the Administrator may demand additional proof of the Collective Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.6.3. Every Collective Member who submits a timely and valid Consent to Join is deemed to be a Settlement Collective Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the releases contained in Section 5.4 of this Agreement.

7.6.4. Every Collective Member who submits a valid and timely Consent to Join shall receive an Individual Settlement Payment for their pro rata share of Workweeks during the FLSA Period, and shall not have the right to object to the FLSA components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Final Judgment, Non-Participating Collective Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.5 of this Agreement and are eligible for an Individual PAGA Payment.

7.7. Challenges to Calculation of Workweeks. Each Class Member, Collective Member, and/or Aggrieved Employee shall have 60 days after the Administrator mails the

Notice Packet (plus an additional 14 days for individuals whose Notice Packet is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) in their Class Notice. The individual may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging individual to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods (if any) contained in the Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of Workweeks and PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination on the challenges.

7.8. Objections to Settlement.

7.8.1. Only Settlement Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.8.2. Settlement Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Settlement Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Settlement Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.8.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.9. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or as otherwise needed to effectuate the terms in this agreement.

7.9.1. Email Address, Website, and Toll-Free Number. The Administrator will establish and maintain an email address, website, and a toll-free telephone number to receive calls, faxes and emails from Class Members, Collective Members, and Aggrieved Employees. The Settlement Administrator will establish and maintain and use an internet website through which Collective Members may submit Consents to Join, and on which the Administrator will post information of interest to Class Members including copies of the Settlement Agreement, Motion for Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Attorneys' Fees and Costs Payment and Named Plaintiff Award, the Final Approval Order and the Final Judgment.

7.9.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.9.3. Consents to Join (Opt-ins) and Inclusion List. The Administrator will promptly review on a rolling basis Consents to Join to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Consents to Join, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Collective Members who have timely submitted valid Consents to Join (“Inclusion List”); (b) the names and other identifying information of Collective Members who have submitted invalid Consents to Join; (c) copies of all Consents to Join submitted (whether valid or invalid).

7.9.4. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion and Consents to Join (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed, returned as undeliverable, and remailed for Individual Settlement Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and Consents to Join and attach copies of all Requests for Exclusion, Consents to Join, and objections received.

7.9.5. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.9.6. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class and Collective Members, the total number of Requests for

Exclusion and Consents to Join it received (both valid or invalid), the number of written objections, and attach the Exclusion List and Inclusion List as exhibits. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.9.7. Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. ESCALATOR PROVISION

8.1. Settlement Class Members. If the total number of Workweeks of the Settlement Class Members during the Class Period exceed Verkada's estimates set forth in Section 4.1 above by more than 10% (i.e., more than 36,814 Workweeks), then, at Verkada's option, either: (a) Verkada may elect to end the Class Period effective as of the latest date in which increased Workweeks approach or meet but do not exceed the 10% threshold to avoid exceeding the 10% and, thus, to avoid additional payment under this provision; or (b) the Gross Settlement Amount will increase by a pro rata dollar value equal to the number of Workweeks in excess of 36,814. In addition, Verkada may elect to end the Class Period pursuant to subpart (a) at a percentage greater than 10%, but less than the total number of Workweeks as of the earlier of 90 days after the date both Parties execute this Agreement or the time of Preliminary Approval of the Settlement, by paying a pro rata increase to the Gross Settlement Amount pursuant to subpart (b).

8.2. Settlement Collective Members. If the total number of Workweeks of the Settlement Collective Members (limited to those Workweeks that were worked by Settlement Collective Members outside of California) during the Collective Period exceed Verkada's estimates set forth in Section 4.1 above by more than 10% (i.e., more than 23,171 Workweeks), then, at Verkada's option, either: (a) Verkada may elect to end the Collective Period effective as of the latest date in which increased Workweeks approach or meet but do not exceed the 10% threshold to avoid exceeding the 10% and, thus, to avoid additional payment under this provision, or (b) the Gross Settlement Amount will increase by a pro rata dollar value equal to the number of Workweeks in excess of 23,171. In addition, Verkada may elect to end the Collective Period pursuant to subpart (a) at a percentage greater than 10%, but less than the total number of Workweeks as of the earlier of 90 days after the date both Parties execute this Agreement or the time of Preliminary Approval of the Settlement, by paying a pro rata increase to the Gross Settlement Amount pursuant to subpart (b).

9. VERKADA'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Verkada may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Verkada withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Verkada will remain responsible for paying all Settlement Administration Expenses incurred to that point. Verkada must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. ADDITIONAL PROVISIONS

10.1. No Admission of Liability, Class Certification, Conditional Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Verkada that any of the allegations in the Operative Complaint have merit or that Verkada has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Verkada's defenses in the Action have merit. The Parties agree that class certification, conditional certification, and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Final Judgment, Verkada reserves the right to contest certification of any class for any reasons, and Verkada reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Verkada's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Verkada, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Verkada, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for

Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class or Collective Members in accordance with Class Counsel’s ethical obligations owed to Class or Collective Members.

10.3. Publicity. The Parties agree not to issue any press release or social media posting concerning this Settlement without the express approval and consent of Verkada. This paragraph is not intended to restrict the arguments of any party made in a Court filing in this Action.

10.4. Non-Disparagement. To the fullest extent permitted by law and except as otherwise provided in this Agreement, Plaintiffs agree not to disparage or encourage or induce others to disparage Verkada or any of the Released Parties. For the purposes of this Agreement, “disparage” includes, without limitation, making comments or statements online, or to any person or entity that would adversely affect in any manner: (a) the conduct of the business of Verkada or any of the Released Parties (including, but not limited to, any business plans or prospects) or (b) the reputation of Verkada or any of the Released Parties. Nothing in this Agreement: (x) prohibits Plaintiffs from providing truthful information as required or permitted by law, including in a legal proceeding or a government investigation, (y) as applicable, prevents Plaintiffs from exercising rights under Section 7 of the National Labor Relations Act to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or (z) prevents Plaintiffs from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. Verkada agrees that all employment-related inquiries about any of the Plaintiffs shall be referred to Verkada’s job verification email address at peopleops@verkada.com, and Verkada will only state Plaintiffs’ dates of employment and position held at the time of separation.

10.5. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Final Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

10.6. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.7. Attorney Authorization. The Parties hereto represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the Party on whose behalf he, she, or they have executed this Agreement. Class Counsel and Defense

Counsel separately warrant and represent that they are authorized by Plaintiffs and Verkada, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.10. No Tax Advice. Neither Plaintiffs, Class Counsel, Verkada, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.11. Enforcement of Action. In the event that any Party institutes any legal action or other proceeding against another Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement action.

10.12. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

10.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.14. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

10.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.16. Jurisdiction of the Court. Any dispute regarding the interpretation or validity or otherwise arising out of this Agreement, or relating to the Action, the Released Class and FLSA Claims, or the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court, and the Plaintiffs, Class Members, Collective Members and Defendant agree to submit to the personal and exclusive jurisdiction of the Court for the purpose of resolving any such dispute. Following the Effective Date, the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

10.17. Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Verkada in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, upon written request from Verkada Plaintiffs shall destroy all paper and electronic versions of Class Data received from Verkada unless, prior to the Court's discharge of the Administrator's obligation, Verkada makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

10.19. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.20. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.21. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

HammondLaw PC

To Defendant:

Orrick, Herrington & Sutcliffe LLP

Julian Hammond
Polina Brandler
1201 Pacific Ave Ste 600
Tacoma WA 98402-4384
jhammond@hammondlaw.com
pbrandler@hammondlaw.com

Lynne C. Hermle
Katie Briscoe
Rachel Capler
400 Capitol Mall # 3000
Sacramento, CA 95814
lchermle@orrick.com
kbriscoe@orrick.com
rcapler@orrick.com

10.22. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Christopher Fox
Plaintiff Christopher Fox

Dated: 11/27/2023

Thomas Sims
Plaintiff Thomas Sims

Dated: 11/27/2023

Kyree Washington
Plaintiff Kyree Washington

Dated: 11/26/2023

Verkada, Inc.

By: Bill Berry

Dated: 11/22/2023

Its: General Counsel, Verkada Inc.

APPROVED OF AS TO FORM AND CONTENT BY:



Julian Hammond
Hammond Law, P.C.
Counsel for Plaintiffs

Dated: November 22, 2023

APPROVED OF AS TO FORM BY:



Katie Briscoe
Orrick, Herrington & Sutcliffe LLP
Counsel for Defendant Verkada, Inc.

Dated: November 22, 2023

EXHIBIT A

CONSENT TO JOIN FORM

Pursuant to the Fair Labor Standards Act, 29 U.S.C. § 216(b)

Fox et al. v. Verkada Inc., San Mateo Superior Court, Case No. 23-CIV-00193

TO RECEIVE THE PORTION OF SETTLEMENT FUNDS FROM THE FLSA CLAIMS, YOU MUST COMPLETE, SIGN, AND RETURN THIS OPT-IN CLAIM FORM BY FAX, E-MAIL, OR MAIL, RETURNED/POSTMARKED ON OR BEFORE [DEADLINE], TO:

Mail: ILYM GROUP

[ATTN:]

[STREET ADDRESS]

[CITY, STATE, ZIP]

Fax: [FAX]

Email: [EMAIL]

ALTERNATIVELY, you may electronically sign, complete, and submit this opt-in claim form online at [INSERT LINK] on or before [DEADLINE], using your claim number listed below. If you opt in online, you do not need to mail this form.

Name(s) Used During Employment at Verkada: _____

Mailing Address

Phone Number

Email Address

Last 4 digits of your Social Security Number

OPT IN STATEMENT

Pursuant to the Settlement Agreement in the matter of Christopher Fox et al. v. Verkada Inc. referenced above and available at [INSERT LINK], I submit this form in order to opt into the FLSA Settlement and am agreeing to a full and complete release of the Released FLSA Claims as defined in the Settlement Agreement, and as summarized in the Notice that accompanied this Consent to Join Form. I understand that by submitting this Consent to Join Form that I am expressly consenting to settle, release, and relinquish my FLSA claims as set detailed the Settlement Agreement.

Date

Signature

EXHIBIT B

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

Fox et al. v. Verkada Inc., San Mateo Superior Court, Case No. 23-CIV-00193

The Superior Court for the State of California authorized this Notice. Read it carefully. It is not junk mail, spam, an advertisement, or a solicitation by a lawyer. You are not being sued.

You are receiving this Notice because, according to Verkada's records, you are a Class Member, a Collective Member, and/or an Aggrieved Employee in a lawsuit entitled *Fox et al. v. Verkada Inc.*, pending in the Superior Court of the State of California, County of San Mateo, Case No. 23-CIV-00193 (the "Action").

In the Action, the Plaintiffs (Christopher Fox, Thomas Sims, and Kyree Washington) are former Verkada employees who worked in certain sales-related roles. The Plaintiffs allege, among other things, that Verkada misclassified them as exempt from overtime under California and federal law (the "FLSA"), and failed to pay them overtime for overtime hours worked. Plaintiffs also claimed that Verkada failed to provide them with all meal and rest breaks and failed to reimburse them for reasonably necessary business expenses under California law. Plaintiffs sought to recover unpaid overtime wages, unpaid premium pay for missed breaks, statutory penalties, civil penalties under the California Private Attorneys General Act ("PAGA"), and other related relief on behalf of themselves and others, including yourself.

Verkada denies all liability in this Action, denies that any of Plaintiffs' claims have merit, and denies that a class, collective, or representative action is proper for any purpose other than settlement. Plaintiffs and Verkada recognize the costs and risks of litigation and believe that the proposed Settlement is a fair and reasonable resolution.

ADMINISTRATOR: INCLUDE THE BELOW FOR ONLY THOSE INDIVIDUALS WITH CALIFORNIA CLASS, FLSA, AND PAGA CLAIMS

ACTION REQUIRED: TO RECEIVE THE MAXIMUM PAYMENT FOR WHICH YOU ARE ELIGIBLE, YOU MUST RETURN THE ENCLOSED CONSENT TO JOIN FORM.

Verkada's records show that you worked in one of the sales-related roles in California for XXX Workweeks during the Class Period (January 17, 2019 to [date]), for XXX Workweeks during the Collective Period (January 17, 2020 to [date]), and for XXX pay periods during the PAGA Period (January 13, 2022 to [date]). As such, you will receive a monetary payment and your claims under California law will be released unless you choose to exclude yourself from the Settlement by submitting a Request for Exclusion. Also, you are eligible to receive a monetary payment as an FLSA Settlement Collective Member by timely submitting the enclosed Consent to Join Form. The monetary payment for your claims is your Individual Settlement Payment. As detailed below, you will receive an Individual Settlement Payment only after the Court grants Final Approval of the Settlement. Your Individual Settlement Payment will be largest if you do not request to exclude yourself from the Settlement, and if you return the enclosed Consent to Join Form. Finally, you are eligible to receive payment as an Aggrieved Employee under PAGA, and you will receive this payment and be deemed to have released your claims under PAGA regardless of whether you return a Request for Exclusion Form or a Consent to Join Form. The monetary payment for your PAGA claim is your Individual PAGA Payment.

The Court has already preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights may be affected whether you act or do not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a Final Judgment that requires Verkada to make payments under the Settlement.

Your legal rights are affected by this settlement, and you have a choice to make now. This chart summarizes your rights and options:

You May:	Effect of Choosing the Option:	Due Date:
<i>Timely sign and submit the Consent to Join Form.</i>	- You will receive a check for your FLSA claims in the pre-tax amount estimated to be [\$XXXXXX]. - You will release your FLSA claims pursuant to the FLSA Release below and will be bound by the terms of Settlement as to those claims. - You will give up your right to sue Verkada for these claims.	<i>The signed Consent to Join Form must be sent to the Administrator no later than [DATE].</i>
<i>Do nothing.</i>	- You will receive a check for your California claims in the pre-tax amount estimated to be [\$XXXXXX]. - You will release your California class claims pursuant to the Class Release below and will be bound by the terms of Settlement as to those claims. - You will give up your right to sue Verkada for these claims. - You will not receive the amount allocated to your federal FLSA claims and you will not release those claims.	<i>You do not need to do anything to receive this <u>lower</u> settlement amount.</i>
<i>Exclude yourself by submitting the Request for Exclusion Form.</i>	- You will not receive a check for your California class claims. - You will not release your California class claims. - You will not give up your right to sue Verkada for these claims. - Because you are an Aggrieved Employee under PAGA, you will still receive an Individual PAGA Payment and you will still release all claims under PAGA.	<i>The Request for Exclusion must be sent to the Administrator no later than [DATE].</i>
<i>File an Objection</i>	- If you do not exclude yourself, you can remain in the Settlement and still write to the Court explaining why you disagree with the Settlement. - To object, you <u>must</u> submit a written notice identifying your objection in accordance with Section 9 below.	<i>The Objection must be sent to the Administrator no later than [DATE].</i>
<i>Appear at the Final Approval Hearing</i>	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	<i>The Hearing is scheduled for [DATE]. This date may change. If the date changes, notice of change will be posted on the case website.</i>

ADMINISTRATOR: INCLUDE THE BELOW FOR ONLY THOSE INDIVIDUALS WITH CALIFORNIA CLASS & FLSA CLAIMS ONLY

ACTION REQUIRED: TO RECEIVE THE MAXIMUM PAYMENT FOR WHICH YOU ARE ELIGIBLE, YOU MUST RETURN THE ENCLOSED CONSENT TO JOIN FORM.

Verkada's records show that you worked in one of the sales-related roles in California for XXX Workweeks during the Class Period (January 17, 2019 to [date]) and for XXX Workweeks during the Collective Period (January 17, 2020 to [date]). As such, you will receive a monetary payment and your claims under California law will be released unless you choose to exclude yourself from the Settlement by submitting a Request for Exclusion. Also, you are eligible to receive a monetary payment as an FLSA Settlement Collective Member by timely submitting the enclosed Consent to Join Form. The monetary payment for your claims is your Individual Settlement Payment. As detailed below, you will receive an Individual Settlement Payment only after the Court grants Final Approval of the Settlement. Your Individual Settlement Payment will be largest if you do not request to exclude yourself from the Settlement, and if you return the enclosed Consent to Join Form.

The Court has already preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights may be affected whether you act or do not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a Final Judgment that requires Verkada to make payments under the Settlement.

Your legal rights are affected by this settlement, and you have a choice to make now. This chart summarizes your rights and options:

You May:	Effect of Choosing the Option:	Due Date:
<i>Timely sign and submit the Consent to Join Form.</i>	- You will receive a check for your FLSA claims in the pre-tax amount estimated to be [XXXXXX]. - You will release your FLSA claims pursuant to the FLSA Release below and will be bound by the terms of Settlement as to those claims. - You will give up your right to sue Verkada for these claims.	<i>The signed Consent to Join Form must be sent to the Administrator no later than [DATE].</i>
<i>Do nothing.</i>	- You will receive a check for your California claims in the pre-tax amount estimated to be [XXXXXX]. - You will release your California class claims pursuant to the Class Release below and will be bound by the terms of Settlement as to those claims. - You will give up your right to sue Verkada for these claims. - You will not receive the amount allocated to your federal FLSA claims and you will not release those claims.	<i>You do not need to do anything to receive this <u>lower</u> settlement amount.</i>
<i>Exclude yourself by submitting the Request for</i>	- You will not receive a check for your California class claims. - You will not release your California class claims. - You will not give up your right to sue Verkada for these claims.	<i>The Request for Exclusion must be sent to the</i>

Exclusion Form.		Administrator no later than [DATE].
File an Objection	- If you do not exclude yourself, you can remain in the Settlement and still write to the Court explaining why you disagree with the Settlement. - To object, you must submit a written notice identifying your objection in accordance with Section 9 below.	The Objection must be sent to the Administrator no later than [DATE].
Appear at the Final Approval Hearing	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	The Hearing is scheduled for [DATE]. This date may change. If the date changes, notice of change will be posted on the case website

ADMINISTRATOR: INCLUDE THE BELOW FOR ONLY THOSE INDIVIDUALS WITH CALIFORNIA CLASS CLAIMS ONLY

Verkada's records show that you worked in one of the sales-related roles in California for XXX Workweeks during the Class Period (January 17, 2019 to [date]). As such, you will receive a monetary payment and your claims under California law will be released unless you choose to exclude yourself from the Settlement by submitting a Request for Exclusion. The monetary payment for your claims is your Individual Settlement Payment. As detailed below, you will receive an Individual Settlement Payment only after the Court grants Final Approval of the Settlement.

The Court has already preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights may be affected whether you act or do not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a Final Judgment that requires Verkada to make payments under the Settlement.

Your legal rights are affected by this settlement, and you have a choice to make now. This chart summarizes your rights and options:

You May:	Effect of Choosing the Option:	Due Date:
Do nothing.	- You will receive a check for your California claims in the pre-tax amount estimated to be [XXXXXX]. - You will release your California class claims pursuant to the Class Release below and will be bound by the terms of Settlement as to those claims. - You will give up your right to sue Verkada for these claims.	You do not need to do anything to receive this settlement amount.
Exclude yourself by submitting	You will not receive a check for your California class claims.	The Request for Exclusion must be

<i>the Request for Exclusion Form.</i>	- You will not release your California class claims. - You will not give up your right to sue Verkada for these claims.	<i>sent to the Administrator no later than [DATE].</i>
<i>File an Objection</i>	- If you do not exclude yourself, you can remain in the Settlement and still write to the Court explaining why you disagree with the Settlement. - To object, you <u>must</u> submit a written notice identifying your objection in accordance with Section 9 below.	<i>The Objection must be sent to the Administrator no later than [DATE].</i>
<i>Appear at the Final Approval Hearing</i>	If you do not exclude yourself, you can ask to speak to the Court about the fairness of the Settlement.	<i>The Hearing is scheduled for [DATE]. This date may change. If the date changes, notice of change will be posted on the case website.</i>

[ADMINISTRATOR: INCLUDE THE BELOW FOR ONLY THOSE INDIVIDUALS WITH FLSA CLAIMS ONLY]

ACTION REQUIRED: TO RECEIVE PAYMENT FOR WHICH YOU ARE ELIGIBLE, YOU MUST RETURN THE ENCLOSED CONSENT TO JOIN FORM.

Verkada's records show that you worked in one of the sales-related roles outside of California for **XXX** Workweeks during the Collective Period (January 17, 2020 to [date]). As such, you are eligible to receive a monetary payment as an FLSA Settlement Collective Member by timely submitting the enclosed Consent to Join Form. The monetary payment for your claims is your Individual Settlement Payment. As detailed below, you will receive an Individual Settlement Payment only after the Court grants Final Approval of the Settlement.

The Court has already preliminarily approved the proposed Settlement and this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights may be affected whether you act or do not act.** Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a Final Judgment that requires Verkada to make payments under the Settlement.

Your legal rights are affected by this settlement, and you have a choice to make now. This chart summarizes your rights and options:

You May:	Effect of Choosing the Option:	Due Date:
<i>Timely sign and submit the Consent to Join Form.</i>	- You will receive a check for your FLSA claims in the pre-tax amount estimated to be [\$XXXXXX]. - You will release your FLSA claims pursuant to the FLSA Release below and will be bound by the terms of Settlement as to those	<i>The signed Consent to Join Form must be sent to the Administrator no later</i>

	claims. • You will give up your right to sue Verkada for these claims.	than [DATE] .
<i>Do nothing.</i>	• You will not receive a check for your FLSA claims. • You will not release your FLSA claims. • You will not give up your right to sue Verkada for these claims.	<i>You do not need to do anything to elect not to receive any settlement funds.</i>

[ADMINISTRATOR: INCLUDE THE REMAINDER OF THIS DOCUMENT IN ALL NOTICES]

1. WHAT IS THIS ACTION ABOUT?

Plaintiffs Christopher Fox, Thomas Sims, and Kyree Washington are former Verkada employees. The Action accuses Verkada of violating California and federal law by misclassifying certain sales-related roles as exempt from overtime, and failing to pay overtime pay for overtime hours worked. The Action further alleges that Verkada violated California law when it failed to provide employees holding these sales-related roles in California with all legally-required meal and rest breaks, failed to reimburse them for reasonably necessary business expenses, failed to provide accurate wage statements, and failed to timely pay all wages due at termination. Based on the California law claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. The action is brought as a class action under California law, as a collective action under federal law, and as a representative action under PAGA. Plaintiffs are represented by attorneys in the Action: HammondLaw, P.C. ("Class Counsel"). Verkada denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT IS A CLASS ACTION, A COLLECTIVE ACTION, AND A REPRESENTATIVE ACTION?

In a class action lawsuit, one or more people called "plaintiffs" sue one or more defendants on behalf of themselves and other people who may have similar claims. All these people together are a "class" or "class members." The Court can determine whether it will allow a lawsuit to proceed as a class action. Here, a class action was brought on behalf of all Class Members who worked in California in certain sales-related roles during the Class Period of January 17, 2019 to **[date]**. Verkada's records reflect that you **[worked OR did not work]** in an eligible role in California during the Class Period and therefore you **[are OR are not]** a Class Member.

In a collective action lawsuit, one or more people called "plaintiffs" sue one or more defendants on behalf of other people who may have similar claims. In order to join a collective action, a person must file a consent form with the court. All the people who file consent forms are together considered to be part of the "collective." The court can determine whether it will allow a lawsuit to proceed as a collective action. Collective actions are brought under federal Fair Labor Standards Act ("FLSA"), as in this case. Here, a collective action was brought on behalf of those Collective Members who worked in or outside of California in certain sales-related roles during the Collective Period of January 17, 2020 to **[date]**. Verkada's records reflect that you **[worked OR did not work]** in an eligible role during the Collective Period and therefore you **[are OR are not]** a Collective Member.

In a representative action lawsuit brought under PAGA, one or more people called "plaintiffs" sue one or more defendants on behalf of the State of California, on behalf of themselves, and on behalf of other

people who may have similar claims. The Court can determine whether it will allow a lawsuit to proceed as a representative PAGA action. Here, a representative action was brought on behalf of those Aggrieved Employees who worked in California in certain sales-related roles during the PAGA Period of January 13, 2022 to [date]. Verkada's records reflect that you [worked OR did not work] in an eligible role in California during the PAGA Period and therefore you [are OR are not] an Aggrieved Employee.

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

So far, the Court has made no determination whether Verkada or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Verkada hired an experienced, neutral mediator in an effort to resolve the Action rather than continuing expensive and time-consuming litigation. The negotiations were successful, and Verkada and the Plaintiffs have negotiated a proposed Settlement that is subject to the Court's Final Approval. By agreeing to settle, Verkada does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Verkada has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in your best interest. The Court preliminarily approved the proposed Settlement, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

4.1. Gross Settlement Amount. Verkada will pay \$5,850,000 as the Gross Settlement Amount. The Administrator will use the Gross Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

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

4.2.1. Up to \$1,950,000 (33.33% of the Gross Settlement Amount) to Class Counsel as a "Class Counsel Fees Payment" for their attorneys' fees and up to \$35,000 as a "Class Counsel Litigation Expenses Payment" for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

4.2.2. Up to \$30,000 (\$10,000 each) as Class Representative Service Payments to Christopher Fox, Thomas Sims, and Kyree Washington for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than their Individual Settlement Payments and any Individual PAGA Payments.

4.2.3. Up to \$35,000 to the Administrator for services administering the Settlement.

4.2.4. Up to \$150,000 for the PAGA Payment to the settlement of claims for civil penalties under PAGA, allocated 25% to the Aggrieved Employees (\$37,500) and 75% to LWDA (\$112,500) in settlement of PAGA claims.

Only Settlement Class Members (i.e., those Class Members who do not request to be excluded from the settlement) have the right to object to any of these deductions. The Court will consider all objections.

4.3. Individual Settlement Payments. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Settlement Class Members and Settlement Collective Members based on the number of weighted Workweeks they worked during the Class Period and the Collective Period.

4.4. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion Form (enclosed) by the Response Deadline. If you choose not to use the Request for Exclusion Form, your Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Class Settlement. Class Members who submit valid and timely Requests for Exclusion are considered “Non-Participating Class Members” and will not receive Individual Settlement Payments for their pro rata share of Workweeks during the Class Period.

4.5. Requests for Inclusion to the Collective Settlement (Opt-Ins). You will not be treated as a Settlement Collective Member, participating fully in the Collective Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-in. The easiest way to notify the Administrator is to send a written and signed Consent to Join Form (enclosed) by the Response Deadline. If you choose not to use the Consent to Join Form, your Consent to Join should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be included in the FLSA Collective Settlement. Collective Members who do not submit valid and timely Consents to Join are considered “Non-Participating Collective Members” and will not receive Individual Settlement Payments for their pro rata share of Workweeks during the Collective Period.

4.6. No Opt-Out for PAGA Portion of Settlement. Non-Participating Class Members who are considered Aggrieved Employees remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Verkada based on the facts alleged in the Action.

4.7. Administrator. The Court has appointed a neutral company, ILYM Group (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion and Collective Members’ Consents to Join. The Administrator will also decide any challenges to Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 10 of this Notice.

4.8. Release of Claims. After the Judgment is final and Verkada fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, Settlement Class Members, Settlement Collective Members, and Aggrieved Employees will be bound by the following releases:

4.8.1. Released Class Claims. Class Members who do not file a valid and timely Request for Exclusion shall release all state and local law claims, rights, demands, liabilities, and causes of action that were or could have been asserted in the Action based on the same alleged facts in any complaint filed in the Action and arising during the Class Period, which includes in any PAGA letters sent by or on behalf of the Aggrieved Employees to the LWDA, including claims for (1) failure to pay overtime compensation; (2) failure to provide meal periods or pay meal break penalties; (3) failure to provide rest breaks or pay rest break penalties; (4) failure to indemnify necessary business expenses; (5) failure to timely pay wages during employment and at separation of employment; (6) failure to provide accurate itemized wage statements; (7) unfair and unlawful competition based on the Labor Code violations alleged in (1)-(6); and all claims for attorneys' fees and costs, interest and penalties based on the foregoing.

4.8.2. Released FLSA Claims. Collective Members who file a valid and timely Consent to Join shall release all federal wage and hour law claims, obligations, demands, rights, causes of action, and liabilities, of whatever kind and nature, character and description, that were or could have been asserted in the Action and arising during the Collective Period based on the facts, claims and/or allegations pled therein. Released FLSA Claims include, but are not limited to, claims for overtime wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on any and all claims arising under the Fair Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. § 201, et seq., that have been or could have been asserted during the Collective Settlement Period.

4.8.3. Released PAGA Claims. All Aggrieved Employees shall release all claims for civil penalties under PAGA that were or could have been asserted in the Action and arising during the PAGA Period based on the same alleged facts in the complaints or in any PAGA letter sent by or on behalf of the Aggrieved Employees to the LWDA, including but not limited to claims for civil penalties for violations of the California Labor Code for (1) failure to pay overtime compensation; (2) failure to provide meal periods or pay meal break penalties; (3) failure to provide rest breaks or pay rest break penalties; (4) failure to indemnify necessary business expenses; (5) failure to timely pay wages during employment and at separation of employment; and (6) failure to provide accurate itemized wage statements.

5. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

5.1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of weighted Workweeks worked by all Settlement Class Member and Settlement Collective Member, and (b) multiplying the result by the number of weighted Workweeks worked by each individual Settlement Class Member and Settlement Collective Member. Because Settlement Class Members are releasing several claims under California law, whereas Settlement Collective Members are only releasing claims for overtime and liquidated damages under federal law, the Workweeks shall be weighted according to whether the individual is a Settlement Class Member only, a Settlement Collective Member only, or both.

5.1.1. Settlement Collective Members. For Collective Members who timely file a Consent to Join Form ("Settlement Collective Members"), their Workweeks will be weighted as 1.0.

5.1.2. Settlement Class Members. For Class Members who do not file a Request for Exclusion (“Settlement Class Members”), their Workweeks will be weighted as 5.0.

5.1.3. Settlement Class & Collective Members. For individuals who are both Settlement Class Members and Settlement Collective Members, their Workweeks will be weighted as 5.25.

5.2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$37,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.

5.3. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period or Collective Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Verkada’s records, are stated in the first page of this Notice. You have 60 days from the date the Administrator mailed this Notice to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 10 of this Notice has the Administrator’s contact information. You should support your challenge by sending copies of pay stubs or other records. The Administrator will accept Verkada’s calculation of Workweeks and/or PAGA Pay Periods based on Verkada’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of you) and Defense Counsel. The Administrator’s decision is final.

6. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Settlement Class Member and Settlement Collective Member that includes their Individual Settlement Payment and their Individual PAGA Payment (if any). If you are a Non-Participating Class Member, but an Aggrieved Employee, you will still be mailed a check that represents your Individual PAGA Payment. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this Notice has the Administrator’s contact information.

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

Only Class Members have the right to opt out of the class action portion of the Settlement. To opt out, you must submit the enclosed Request for Exclusion Form to the Administrator, or otherwise submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Fox, et al. v Verkada Inc.*, San Mateo Superior Court, Case. No. 23-CIV-00193 and include your identifying information (full name, address, telephone number, approximate dates of employment and the last four digits of your social security number for verification purposes). The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 10 of the Notice has the Administrator’s contact information.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Verkada are asking the Court to approve. Upon reasonable request, Class Counsel (whose contact information is in Section 10 of this Notice) will send you copies of case documents at no cost to you. You can also view them on the case website maintained by ILYM: [https://www.\[INSERT\].com](https://www.[INSERT].com) and on the Court's website: <https://www.sanmateo.courts.ca.gov/online-services/online-case-access>. The deadline for sending written objections is [REDACTED]. You must tell the Administrator what you object to, why you object, and any facts that support your objection. You must identify the Action as *Fox, et al. v Verkada Inc.*, San Mateo Superior Court, Case. No. 23-CIV-00193, and include your name, current address, telephone number and approximate dates of employment for Verkada and sign the objection. Section 10 of this Notice has the Administrator's contact information. Alternatively, a Settlement Class Member can object by attending the Final Approval Hearing and telling the Court what they object to, why, and any facts that support the objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 3, Courtroom 2B Southern Court, 400 County Center, Redwood City, CA 94063. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either in-person or virtually via Zoom. Check the Court's website for the most current information. It is possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or check on the case website beforehand, or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Verkada and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement or any other case document is to go to the case website at [https://www.\[INSERT\].com](https://www.[INSERT].com), or the Court's website at <https://www.sanmateo.courts.ca.gov/online-services/online-case-access> and enter the Case Number for the Action (No. 23-CIV-00193). You can also telephone or send an email to Class Counsel using the contact information listed below. **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Julian Hammond
Polina Brandler
HammondLaw, P.C.
1201 Pacific Ave Ste 600
Tacoma WA 98402-4384
jhammond@hammondlawpc.com
pbrandler@hammondlawpc.com
Tel: (310) 601-6766

Administrator:

ILYM Group
[INSERT]@ilymgroup.com
Tel: [INSERT PHONE]
14751 Plaza Drive, Suite J
Tustin, CA 92780

11. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund (or other state equivalent for individuals who reside outside of California) for instructions on how to retrieve the funds.

12. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT C

REQUEST FOR EXCLUSION FORM

Fox et al. v. Verkada Inc., San Mateo Superior Court, Case No. 23-CIV-00193

Name: _____

1. I am over the age of eighteen and competent to request exclusion from the Settlement of the class action lawsuit referenced above.

2. I have received notice of the class action Settlement of the class action lawsuit referenced above.

3. By signing and returning this form, I confirm that I do not want to be included in the Settlement of the class action lawsuit referenced above.

4. I understand that by opting out, I am giving up my right to receive any payments under the class action portion of the Settlement, except for my Individual PAGA Payment, as defined in the Notice that accompanied this Exclusion Form and as detailed in the Settlement Agreement.

5. By opting out, I understand that I retain the right to file my own individual lawsuit against Verkada Inc.

Date

Signature

Printed Name

Mailing Address

Phone Number

Email Address

Last 4 digits of your Social Security Number

Return this form my mail, email, or fax to:

Mail: ILYM Group

ATTN:

Street

City, State

Email:

Fax:

EXHIBIT 2

HAMMONDLAW

A PROFESSIONAL CORPORATION

FACSIMILE: 310-295-2385

1201 Pacific Ave., Suite 600
Tacoma, WA 98402

TELEPHONE: 310-601-6766

January 13, 2023

VIA LWDA WEBSITE

Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL

Verkada, Inc.
Filip Kaliszan, CEO
406 E. 3rd Avenue
San Mateo, CA 94401

Re: Amended Private Attorneys General Act Notice Pursuant to California Labor Code § 2699; LWDA Case No. LWDA-CM-923959-22

Dear Labor and Workforce Development Agency and Mr. Kaliszan,

This letter is to provide an amended notice of claims for PAGA penalties under Cal. Labor Code § 2698 *et seq.* (“PAGA”).

On December 12, 2022, David Gourdeau gave notice of his intent to seek PAGA penalties against Verkada, Inc. (“Verkada” or “Defendant”) on behalf of himself and all individuals employed as Associate Account Executives, Account Executives, or in a similar capacity by Verkada in California (“Aggrieved Employees”) and against whom one or more of the alleged violations was committed from one year prior to the postmark date of this Notice through to trial (“PAGA Period”), for Defendant’s violation of Labor Code §§ 512, 226.7, 226(a), 201-203, and IWC Wage Order No. 4-2001, § 11. Plaintiff Gourdeau also asserts claims on behalf of all Aggrieved Employees who earned 50% or more of their total compensation through earnings other than commissions (“Overtime Aggrieved Employees”) during the PAGA Period for violation of Labor Code § 510 and IWC Wage Order No. 4-2001, § 3. Finally, Plaintiff Gourdeau also asserts claims on behalf of himself and all individuals employed by Verkada in California (“Reimbursement Aggrieved Employees”) during the PAGA Period who worked remotely from home during PAGA Period, for violation of Labor Code § 2802.

The purpose of this amended Notice is to inform you that we also represent Christopher Fox (Mr. Fox and Mr. Gourdeau are referred to collectively herein as “Plaintiffs”), who also intends to seek PAGA penalties against Defendant on behalf of himself, the Aggrieved Employees, Overtime Aggrieved Employees, and Reimbursement Aggrieved Employees for all the same violations alleged by Plaintiff Gourdeau in his initial PAGA Notice.

FACTUAL BACKGROUND

Aggrieved Employees were Non-Exempt Under California Law

Plaintiff Gourdeau was employed by Defendant from approximately July 2021 to December 2021, as an Associate Account Executive. An Associate Account Executive was an entry level position which did not include making sales. Associate Account Executives were required to complete a three-step program before being promoted to the position of Account Executives. Associate Account Executives first were tasked with generating client meetings and learning about the products, they then took on added responsibilities of conducting demonstrations for clients and making best practice calls, and finally they had to go through an interview process before being promoted to Account Executive positions. Associate Account Executives were paid a salary and were eligible to receive bonuses.

Plaintiff Fox was employed by Defendant as a Senior Account Executive from approximately May 2020 through to October 2022. Senior Account Executives and Account Executives were paid a salary and commissions.

During the PAGA Period, Plaintiffs and Aggrieved Employees (including Associate Account Executives and Account Executives) worked primarily from Verkada's offices and/or from their home offices, and thus did not spend more than half of their working time away from Defendant's place of business. As such, they did not qualify for the outside salesperson exemption set out in Wage Order No. 4, § 2(M) (to be an outside salesperson, an employee must be over 18, regularly work more than half the working time away from employer's place of business, and sell or obtain orders for products or services).¹ In addition, Associate Account Executives did not make sells and also did not qualify for the outside salesperson exemption for this reason. Accordingly, Aggrieved Employees were entitled to meal breaks, and accurate itemized wage statements.

Plaintiffs and Overtime Aggrieved Employees also do not fall within the inside sales exemption because their commissions represented half or less than half of their total compensation as required pursuant to Wage Order No. 4, § 3(D) (to be an inside salesperson, an employee's earnings must exceed one and one-half times the minimum wages *and* more than half of that employee's compensation must represent commissions). In addition, those Overtime Aggrieved Employees who were employed as Associate Account Executives, an entry level position, performed all the tasks necessary to make a sale, including generating leads and presented

¹ Even when Aggrieved Employees worked remotely from home, they did not qualify for the outside salesperson exemption because their home offices are considered the "employer's place of business." California does not define the meaning of employer's business location" for purposes of the exemption. However, California courts generally look to federal regulations under the Fair Labor Standards Act for guidance. Federal regulations define "employer's place of business" as including the employees' home. *See* 29 C.F.R. § 541.502 (any fixed site, whether home or office, used by a salesperson as a headquarters or for telephonic solicitation of sales is considered one of the employer's places of business, even though the employer is not in any formal sense the owner or tenant of the property).

demonstrations, but did not actually sell (i.e. did not close sales). Accordingly, Plaintiffs and Overtime Aggrieved employees were also entitled to overtime wages.

As described in detail below, Defendant misclassified Aggrieved Employees and Overtime Aggrieved Employees as exempt and failed to comply with these labor code requirements concerning provisions of itemized wage statements, meal periods, and overtime wages during the relevant parts of the PAGA Period.

Failure to Issue Accurate Wage Statements Claims:

As the Aggrieved Employees are non-exempt employees, and Labor Code 226(j) does not apply, they were entitled to receive accurate, itemized wage statements that listed their total hours worked, applicable hourly rate in effect during the pay period, and accurate net and gross wage earned. As a result of misclassifying Aggrieved Employees as exempt, Defendant did not maintain policies and/or practices of recording their hours worked for pay roll and wage statements purposes. As such, Defendant did not, and could not, provide Aggrieved Employees with wage statements that listed their total number of hours worked and applicable hourly rates, in violation of Labor Code § 226(a)(2) and (9).

In addition, as a result of misclassifying Aggrieved Employees as exempt, failing to maintain a compliant meal-break policy, including a policy and/or practice of paying premium pay for missed meal periods, and imposing job duties and expectation that impeded Aggrieved Employees from taking off-duty meal periods, as described below, Defendant also failed to list on the wage statements it provided to Aggrieved Employees accurate net and gross wages earned by not paying and not listing premium pay.

Accordingly, pursuant to Labor Code § 2699(f)(2), Plaintiffs and Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent violation.

Failure to Provide Off-Duty Meal Periods:

Plaintiffs and Aggrieved Employees' regular work schedule was between 10 and 11 hours per day: typically, from 6:30 a.m. to 4:30 or 5:00 p.m. or 7:00 a.m. to 5:00 or 5:30 p.m. As described below, they also, in addition, routinely worked after 4:30/5:00 and after 5:00/5:30. As such, they were entitled to two meal periods each day. *See* Lab. Code § 512.

As a result of misclassifying Aggrieved Employees as exempt, Defendant does not maintain a meal break/premium pay policy that applies to Aggrieved Employees. In addition, Defendant maintains job expectations and policies and/or practices that impede Aggrieved Employees' ability to take off-duty meal breaks. Verkada provides lunch to Aggrieved Employees, but Aggrieved Employees are pressured to eat lunch quickly and at their desks and continue working during lunch time. Defendant does not pay missed break premium pay for missed, on-duty meal periods.

Accordingly, pursuant to Labor Code § 2699(f)(2), Plaintiffs and Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent violation.

Failure to Pay All Wages Owed upon Discharge from Employment Claims:

Plaintiff Gourdeau's employment with Verkada ended in approximately December 2021. Plaintiff Fox's employment with Verkada ended in approximately October 2021. As a result of failing to pay missed meal break premium pay, and overtime pay, as discussed below, Defendant failed to pay Plaintiffs and formerly employed Aggrieved Employees (including formerly Overtime Aggrieved Employees) all compensation due and owing to them upon discharge from employment, in violation of Labor Code §§ 201-202.

Accordingly, pursuant to Labor Code § 2699(f)(2), Plaintiffs and Aggrieved Employees (including Overtime Aggrieved Employees) are entitled to one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent violation.

Failure to Pay Overtime Wages Claims:

Plaintiffs' and Overtime Aggrieved Employees' regular work schedules were between 10 and 11 hours per day: typically, from 6:30 a.m. to 4:30 or 5:00 p.m. or 7:00 a.m. to 5:00 or 5:30 p.m. In addition, Plaintiffs and Overtime Aggrieved Employees routinely worked additional hours past the end of their regular workday, as well as on the weekends. Accordingly, Overtime Aggrieved Employees routinely worked over 8 hours a day and/or over 40 hours in a week and were owed overtime wages. Defendant knew or should have known that Plaintiffs and Overtime Aggrieved Employees worked over 8 hours a day and/or over 40 hours in a week both because their regular schedule resulted in them working overtime, and because Defendant maintained cameras around its building and Aggrieved Employees wore badges which Defendant used to track them, including when they arrived and left work. However, Defendant did not pay them overtime in violation of Labor Code § 510.

Pursuant to Labor Code § 2699(f)(2), Plaintiffs and Overtime Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent violation.

Failure to Reimburse Business Expenses Claims:

During the PAGA Period, Plaintiff Fox and Reimbursement Aggrieved Employees worked remotely from their home offices on a full- or part-time basis. For example, Plaintiff Gourdeau's offer letter, issued by Verkada in June 2021, for employment commencing in July 2021, states "Your work location is BAY ("Work Location"). For the Work Location of US HQ, should your Work Location not be fully operational due to Covid 19, you may work from home,..." Thus, during the PAGA Period, Defendant did not always provide offices to Reimbursement Aggrieved Employees and required and/or expected them to perform work duties from their home offices. In addition, even when they did work from Verkada's offices, Plaintiffs and Reimbursement

Aggrieved Employees sometimes worked from home, including checking their email, responding to emails from customers and/or their managers, and preparing for the following week.

In order to carry out their job duties, Reimbursement Aggrieved Employees used, including but not limited to, their home internet, personal cell phones, printing supplies, and utilities (“Home Office Expenses”). Thus, Reimbursement Aggrieved Employees were entitled to reimbursement for these necessarily incurred business expenses under Labor Code § 2802. Defendant, however, did not reimburse Reimbursement Aggrieved Employees fully or at all for their expenses, which Defendant knew or should have known they incurred.

Pursuant to Labor Code § 2699(f)(2), Plaintiffs and Reimbursement Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent violation.

Plaintiffs are also entitled to reasonable attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform Verkada and the Labor and Workforce Development Agency of our intent to pursue a lawsuit against Verkada that will include a claim for civil penalties under the PAGA to be brought by the Plaintiffs as representatives of the State, individually, and on behalf of all other Aggrieved Employees, Overtime Aggrieved Employees, and Reimbursement Aggrieved Employees based on the Labor Code violations alleged above.

Yours truly,

Julian Hammond



Polina Brandler <pbrandler@hammondlawpc.com>

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: pbrandler@hammondlawpc.com

Fri, Jan 13, 2023 at 9:14 AM

01/13/2023 06:14:17 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

HAMMONDLAW

A PROFESSIONAL CORPORATION

FACSIMILE: 310-295-2385

1201 Pacific Ave., Suite 600
Tacoma, WA 98402

TELEPHONE: 310-601-6766

November 29, 2023

VIA LWDA WEBSITE

Labor & Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA E-MAIL BY AGREEMENT

Filip Kaliszan, CEO
Verkada, Inc.
c/o
Katie Briscoe
Orrick, Herrington & Sutcliffe LLP
400 Capitola Mall, 30th Floor
Sacramento CA 95814-4497

**Re: Second Amended Private Attorneys General Act Notice Pursuant to
California Labor Code § 2699; LWDA Case No. LWDA-CM-923959-22**

Dear Labor and Workforce Development Agency and Mr. Kaliszan,

This letter is to provide an amended notice of claims for PAGA penalties under Cal. Labor Code § 2698 *et seq.* ("PAGA").

We previously notified you that we represent Christopher Fox ("Plaintiff"), on behalf of himself and the Aggrieved Employees, Overtime Aggrieved Employees, and Reimbursement Aggrieved Employees, as defined in previously provided PAGA notices, for the following alleged violations by Defendant during the PAGA Period: (1) failure to pay overtime wages, in violation of Labor Code § 510 and Wage Order No. 4, § 3; (2) failure to provide off-duty meal periods or pay premium pay in lieu thereof in violation of Labor Code §§ 512, 226.7, (3) failure to pay all wages due upon discharge in violation of Labor Code §§ 201-203, and (4) failure to reimburse necessarily incurred business expenses in violation of Labor Code § 2802.

We provide this second amended notice to inform you of Plaintiff's intent to also seek penalties pursuant to PAGA for Defendant's failure to permit and authorize off-duty rest breaks or pay premium pay in lieu thereof in violation of Labor Code § 226.7 and Wage Order No. 4, § 12.

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BACKGROUND

As discussed in the previously submitted PAGA Notices, during the PAGA Period, Plaintiff and Aggrieved Employees were non-exempt employees because they did not qualify for any of the potentially applicable exemptions. As a result, Plaintiff and Aggrieved Employees were entitled to, *inter alia*, rest breaks. Defendant, however, misclassified Aggrieved Employees as exempt and failed to permit and authorize them to take off-duty rest breaks.

Under California law, non-exempt employees are entitled to be permitted and authorized to take off-duty 10-minute rest breaks for every 3.5 hours worked. *See* Lab. Code § 226.7; Wage Order No. 4, § 12(A). If an employer fails to provide an employee with a required rest break, the employer is required to pay the employee one hour of pay at the employee's regular hourly rate for each workday that the rest period is not provided. *See* Lab. Code § 226.7(b); Wage Order No. 4, § 12(B). Plaintiff and Aggrieved Employees typically worked between 10 and 11 hours a day, and sometimes more. As a result, Defendant was required to permit and authorize them to take two to three rest breaks each day. However, as a result of misclassifying Aggrieved Employees, Defendant did not maintain a rest break policy and also routinely impeded Aggrieved Employees' ability to take such breaks. Aggrieved Employees were pressured to make a certain minimum number of calls per day and pressured to meet sales or sales leads quotas, and often were not able to take compliant rest breaks.

Accordingly, pursuant to Labor Code § 2699(f)(2), Plaintiff and Aggrieved Employees are entitled to one hundred dollars (\$100) for each initial violation, and two hundred dollars (\$200) for each subsequent violation.

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform Verkada and the Labor and Workforce Development Agency of our intent to amend Plaintiff's pending lawsuit against Verkada to include, *inter alia*, a claim for civil penalties under the PAGA to be brought by the Plaintiff as a representative of the State, individually, and on behalf of all other Aggrieved Employees based on the Labor Code § 226.7 and Wage Order No. 4, § 12 violations alleged above.

Yours truly,

Julian Hammond



Polina Brandler <pbrandler@hammondlawpc.com>

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Wed, Nov 29, 2023 at 10:42 PM

To: pbrandler@hammondlawpc.com

11/29/2023 07:42:19 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Verkada Hybrid Settlement

Tuesday, January 30, 2024

Requesting Attorneys Name: Polina Brandler
Firm: Hammond Law P.C.
E-Mail: acherniak@hammondlawpc.com
ILYM Contact: Lisa Mullins
E-Mail: Lisa@ilymgroup.com
Contact Number: 714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	1,266
Estimated Settlement Agreement Submission	60%
Estimated Mail Returned as Undeliverable	10%
Interactive Website, Includes Hosting, SignBlue, & Automatic Replies	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Programming of Class Database	Hourly	\$175.00	4	\$700.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$1,300.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Staff Hours for Processing Returned Mail	Hourly	\$75.00	6	\$450.00
Staff Hours for Processing Opt-Out(s), Objection(s) and Dispute(s)	Hourly	\$70.00	6	\$420.00
Staff Hours for Processing Claims	Hourly	\$70.00	6	\$420.00
Report Processing	Hourly	\$70.00	8	\$560.00
NCOA	Flat Rate	\$350.00	1	\$350.00
Toll-Free Telephone Support	Flat Rate	\$450.00	1	\$450.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$3,610.00

WEBSITE MANAGEMENT				
Interactive Website, Includes Hosting, SignBlue, & Automatic Replies	Flat Fee	\$3,000.00	1	\$3,000.00
Google GA4 Analytics on the site	Flat Fee	\$500.00	1	\$500.00
Pixel Data Resolves	Flat Fee	\$1,100.00	1	\$1,100.00

Subtotal \$4,600.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice, English only	Per Piece	\$1.50	1,266	\$1,899.00
USPS First Class Postage	Per Piece	\$0.64	1,266	\$810.24
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	127	\$253.20
Storage, Photocopies, Deliveries	Flat Fee	\$97.88	1	\$97.88

Subtotal \$3,060.32

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	10	\$1,250.00
Check Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.00	760	\$759.60
USPS First Class Postage	Per Piece	\$0.64	760	\$486.14
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	76	\$113.94
Preparation of Taxes	Hourly	\$120.00	10	\$1,200.00
Additional State Filing	Per State	\$350.00	6	\$2,100.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

Subtotal \$8,909.68

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$125.00	4	\$500.00
Process Unclaimed Funds to the State	Per State	\$550.00	6	\$3,300.00
Project Manager Final Reporting	Hourly	\$120.00	6	\$720.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal \$4,520.00

Capped Fees: \$26,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintains reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 5

Approved California Wage and Hour Cases

- ***Foster v Embry Riddle Aeronautical University***, Case No. CVRI2202995 (Riverside County Superior Court) (February 2, 2024) (certifying HammondLaw as co-class counsel for \$559,482 settlement of Labor Code § 1194, 226.2, 226.7, 226(a), 201-203, 1400, and 2802 claims on behalf of 123 part-time instructors)
- ***Serna v Gurnick Academy of Medical Arts***, Case No. 22-CIV01185 (San Mateo County Superior Court) (January 18, 2024) (Labor Code § 2699 et seq. representative action settlement for \$545,0000 for violation of Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2802 on behalf of 884 employees);
- ***Lundgren v Otis College of Art and Design***, Case No. 22STCV14633 (Los Angeles County Superior Court) (January 2, 2024) (certifying HammondLaw as class counsel for \$990,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 226(a), 201-203, and 2802 claims on behalf of 606 adjunct instructors and 335 remote workers);
- ***Knapp et al. v. Pepperdine University***, Case No. 22STCV16736 (Los Angeles County Superior Court) (December 6, 2023) (certifying HammondLaw as class counsel for \$407,000 settlement of Labor Code § 2802 claims on behalf of 1,497 adjunct instructors);
- ***Meyer et al v Visa Inc. et al.***, Case No. CGC-21-593058 (San Francisco County Superior Court) (November 17, 2023) (certifying HammondLaw as class counsel for \$2,700,000 settlement of Labor Code § 2802 and 432.5 claims on behalf of 4,973 employees);
- ***Davila v Concentrix Solutions Corporation et al***, Case No. RG20079700 (Alameda County Superior Court) (November 17, 2023) (certifying HammondLaw as class counsel for \$385,000 settlement of Labor Code § 2802 claims on behalf of 262 employees);
- ***Dominguez, et al. v. All-Pro Bail Bonds, Inc., et al***, Case No. 21CV381890 (Santa Clara County Superior Court) (September 21, 2023) (certifying HammondLaw as Class Counsel for \$2.3 million settlement of Civil Code § 1799.91 claims on behalf of 33,792 non-spousal co-signers of All Pro bail bond premium financing agreements);
- ***Pasno et al v Hibu, Inc.***, Case No. 22STCV01361 (Los Angeles County Superior Court) (September 27, 2023) (certifying HammondLaw as class counsel for \$140,000 settlement of Labor Code §§ 1194, 510, 226(a), 201-203, and 2802 claims on behalf of 141 sales representatives);
- ***Jackson v University of Redlands***, Case No. CIVSB2133143 (San Bernardino County Superior Court) (September 18, 2023) (certifying HammondLaw as class counsel for \$700,000 settlement of Labor Code §§ 1194 and 226(a) claims on behalf of 310 adjunct instructors and Labor Code § 2802 claims on behalf of 1,100 employees);
- ***Martinez v Knight Transportation***, Case No. 1:16-cv-01730-SKO (E.D. Cal.) (September 11, 2023) (finally approving \$400,000 settlement of Labor Code §§ 1194, 226.2, 226.7, 203, and 2802 claims on behalf of 5,648 truck drivers);^[1]^[SEP]

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- ***Brandmeier v Columbia Southern University***, Case No. 22CV013638 (Alameda County Superior Court) (August 28, 2023) (certifying HammondLaw as class counsel for \$320,000 settlement of Labor Code §§ 201-203, 226(a)-(e), 226.2, 226.7, 1194, 510, 2802, and 2699 claims on behalf of 51 instructors);
- ***Angelina Harrold v California Family Health LLC dba California Family Fitness***, Case No. 34-2022-00323409 (Sacramento County Superior Court) (August 17, 2023) (Labor Code § 2699 et seq. representative action settlement for \$223,000 for violation of Labor Code §§ 1194, 510, 226.7, 512, 226(a), 201-203, and 2802 on behalf of 374 fitness instructors);
- ***Carr et al v Konica Minolta Business Solutions U.S.A., Inc.***, Case No. 21CV001245 (Alameda County Superior Court) (June 27, 2023) (certifying HammondLaw as class counsel for \$1,247,907.53 settlement of Labor Code §§ 1194, 226(a), 226.7, 510, and 201-203 claims on behalf of 269 sales representatives and Labor Code § 2802 claims on behalf of 890 other employees);
- ***Harris v Southern New Hampshire University***, Case No. RG21109745 (Alameda County Superior Court) (May 12, 2023) (certifying HammondLaw as co-class counsel for \$1,475,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510 512, 201-203, and 2802 claims on behalf of 480 adjunct instructors);
- ***Castillo v Holy Names University***, Case No. HG21097245 (Alameda County Superior Court) (May 2, 2023) (certifying HammondLaw as class counsel for \$970,701.38 settlement of Labor Code §§ 226(a), 226.2, 226.7, 512, 1194, 201-203, and 2802 claims on behalf of 454 part-time instructors; Labor Code § 2802 claims on behalf of 563 other employees who worked remotely; and Labor Code § 226(a) claims on behalf of 682 employees who received inaccurate wage statements);
- ***Marantz v Laguna College of Art and Design***, Case No. 30-2021-01194814-CU-OE-CXC (Orange County Superior Court) (April 21, 2023) (certifying HammondLaw as class counsel for \$825,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, and 2802 claims on behalf of 295 adjunct instructors; and Labor Code § 2802 claims on behalf of 191 other employees);
- ***Glor v iHeart Media + Entertainment***, Case No. 22CV005286 (Alameda County Superior Court) (February 14, 2023) (certifying HammondLaw as class counsel for \$1,220,000 settlement of Labor Code §§ 226(a), 510, 1194, and 201-203 claims on behalf of 206 account executives and Labor Code § 2802 claims on behalf of 1,154 other employees);
- ***Cassidy v Keyence Corporation of America***, Case No. 21CV382350 (Santa Clara County Superior Court) (February 8, 2023) (Labor Code § 2699 et seq. representative action settlement for \$300,000 for violation of Labor Code §§ 226(a), 512, 203, and 2802 on behalf of 151 sales representatives and Labor Code § 2802 claims on behalf of 18 other employees);
- ***Burleigh v. Brandman University***, Case No. 30-2020-01172801-CU-OE-CXC (Orange County Superior Court) (January 27, 2023) (certifying HammondLaw as class counsel for \$1,550,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, 201-203, claims on behalf of 1,757 adjunct instructors and Labor Code § 2802 claims on behalf of 555 other employees);

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- ***Burleigh v. Walden University LLC and Laureate Education, Inc.***, Case No. RG21106062 (Alameda County Superior Court) (December 9, 2022) (certifying HammondLaw as co-class counsel for \$815,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, 2802, and 2699, claims on behalf of 244 adjunct instructors);
- ***Burleigh v. National University***, Case No. MSC21-00939 (Contra Costa County Superior Court) (August 26, 2022) (certifying HammondLaw as co-class counsel for \$925,000 settlement of Labor Code § 2802 claim on behalf of 1,802 instructors);
- ***Costa v. University of Antelope Valley***, Case No. 21STCV18531 (Los Angeles County Superior Court) (August 23, 2022) (Labor Code § 2699 et seq. representative action settlement for \$150,000 for violation of Labor Code §§ 1194, 226(a), 226.2, 226.7, 510, 512, 203, and 2802 on behalf of 55 instructors and Labor Code § 2802 claims on behalf of 54 other employees);
- ***Parson v. La Sierra University***, Case No. CVRI2000104 (Riverside County Superior Court) (May 19, 2022) (certifying HammondLaw as class counsel for \$578,220 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 381 adjunct instructors and Labor Code § 2802 claims on behalf of 739 other employees);
- ***Chindamo v. Chapman University***, Case No. 30-2020-01147814-CU-OE-CXC (Orange County Superior Court) (April 15, 2022) (certifying HammondLaw as co-class counsel for \$1,150,00 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, claims on behalf of 1,374 adjunct instructors and Labor Code § 2802 claims on behalf of 4,120 other employees);
- ***Sweetland-Gil v. University of the Pacific***, Case No. STK-CV-UOE-2019-0014682 (San Joaquin County Superior Court) (March 4, 2022) (certifying HammondLaw as class counsel for \$1,800,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,100 adjunct instructors);
- ***Senese v. University of San Diego***, Case No. 37-2019-00047124-CU-OE-CTL (San Diego County Superior Court) (February 8, 2022) (certifying HammondLaw as co-class counsel for \$3,892,750 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 2,071 adjunct instructors);
- ***Solis et al. v Concordia University Irvine***, Case No. 30-2019-01114998-CU-OE-CXC (Orange County Superior Court) (February 3, 2022) (certifying HammondLaw as class counsel for \$890,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 203, and 2802 claims on behalf of 778 adjunct instructors);
- ***McCoy et v Legacy Education LLC***, Case No. 19STCV2792 (Los Angeles County Superior Court) (November 15, 2021) (Labor Code § 2698 et seq. representative action settlement for \$76,000 for violation of Labor Code §§ 1194, 226(a), 226.7, 512, 203, and 2802 on behalf of 31 instructors);
- ***Merlan v Alliant International University***, Case No. 37-2019-00064053-CU- OE-CTL (San Diego County Superior Court) (November 2, 2021) (certifying HammondLaw as co-class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 803 adjunct instructors);
- ***Stupar et al. v University of La Verne***, Case No. 19STCV33363 (Los Angeles County Superior Court) (October 14, 2021) (certifying HammondLaw as

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class counsel for \$2,450,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512, and 203 claims on behalf of 1,364 adjunct instructors);

- ***Normand et al. v Loyola Marymount University***, Case No. 19STCV17953 (Los Angeles County Superior Court) (September 9, 2021) (certifying HammondLaw as class counsel for \$3,400,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,655 adjunct instructors);
- ***Veal v Point Loma Nazarene University***, Case No. 37-2019-00064165-CU-OE-CTL (San Diego County Superior Court) (August 27, 2021) (certifying HammondLaw as class counsel for \$711,500 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 670 adjunct instructors);
- ***Pillow et al. v. Pepperdine University***, Case No. 19STCV33162 (Los Angeles County Superior Court) (July 28, 2021) (certifying HammondLaw as class counsel for \$940,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,547 adjunct instructors);
- ***Moore et al v Notre Dame De Namur University***, Case No. 19-CIV-04765 (San Mateo County Superior Court) (July 1, 2021) (certifying HammondLaw as class counsel for \$882,880 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 397 adjunct instructors);
- ***Mooiman et al. v Saint Mary's College of California***, Case No. C19-02092 (Contra Costa County Superior Court) (June 10, 2021) (certifying HammondLaw as class counsel for \$1,700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 760 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 2,212 other employees);
- ***Peng v The President and Board of Trustees of Santa Clara College***, Case No. 19CV348190 (Santa Clara County Superior Court) (April 21, 2021) (certifying HammondLaw as class counsel for \$1,900,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, and 203 claims on behalf of 1,017 adjunct instructors and Labor Code Code § 226(a) claim on behalf of 5,102 other employees);
- ***Morse v Fresno Pacific University***, Case No. 19-CV-04350 (Merced County Superior Court) (April 6, 2021) (certifying HammondLaw as class counsel for \$1,534,725 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 203 claims on behalf of 861 adjunct instructors);
- ***Miner, et al. v. ITT Educational Services, Inc.***, Case No. 3:16-cv-04827-VC (N.D. Cal.) (March 19, 2021) (certifying HammondLaw as class counsel for \$5.2 million settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7, 512 and 2802 claims on behalf of 1,154 adjunct instructors);
- ***Harris-Foster v. University of Phoenix***, Case No. RG19019028 (Alameda County Superior Court) (March 17, 2021) (certifying HammondLaw as class counsel for \$2,863,106 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 putative class action on behalf of 3,447 adjunct instructors);
- ***Granberry v. Azusa Pacific University***, Case No. 19STCV28949 (Los Angeles County Superior Court) (March 5, 2021) (certifying HammondLaw as class counsel for \$1,112,100 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 2802 claims on behalf of 1,962 adjunct instructors);
- ***Ott v. California Baptist University***, Case No. RIC1904830 (Riverside County Superior Court) (January 26, 2021) (certifying HammondLaw as co-class

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counsel for \$700,000 settlement of Labor Code §§ 1194, 226(a), 226.2, 226.7 and 512 claims on behalf of 958 adjunct instructors);

- ***Pereltsvaig v. Cartus Corporation***, Case No. 19CV348335 (Santa Clara County Superior Court) (January 13, 2021) (certifying HammondLaw as class counsel in \$300,000 settlement of Labor Code §§ 226.8(a), 1194, 226(a), 226.7, 510, 512, and 2802 claims on behalf of 126 instructors);
- ***Morrison v. American National Red Cross***, Case No. 19-cv-02855-HSG (N.D. Cal.) (January 8, 2021) (certifying HammondLaw as class counsel in a \$377,000 Settlement of Labor Code §§ 1194, 226(a), 226.7, 510, 512 and 2802 claims on behalf of 377 instructors who taught training courses);
- ***Brown v. Cernx***, Case No. JCCP004971 (Alameda County Superior Court) (July 14, 2020) (certifying HammondLaw as co-class counsel in \$350,000 settlement of Labor Code §§ 1194, 226, 226.7, 510, 512, and 2802 claims on behalf of 309 amazon couriers);
- ***Stempien v. DeVry University***, Case No. RG19002623 (Alameda County Superior Court) (June 30, 2020) (certifying HammondLaw as class counsel for \$1,364,880 settlement Labor Code §§ 1194, 226, 226.2, 226.7, and 2802 claims on behalf of 498 adjunct instructors);
- ***McCoy v. Concorde.***, Case No. 30-2017-00936359-CU-OE-CXC (Orange County Superior Court.) (July 2, 2019) (certifying HammondLaw as class counsel for \$2,500,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 putative claims on behalf of 636 adjunct instructors);
- ***Hogue v. YRC***, Case No. 5:16-cv-01338 (C.D. Cal.) (June 24, 2019) (certifying HammondLaw as co-class counsel for \$700,000 settlement of Labor Code §§ 1194, 226.2, 226.7, and 2802 claims on behalf of 225 truck drivers);^{[[L]]SEP}
- ***Sands v. Gold's Gym***, Case No. BC660124 (Los Angeles Alameda County Superior Court)(March 20, 2019) (Labor Code § 2698 *et seq.* representative action settlement for \$125,000 for violation of Labor Code § 1194, 2802 and 246 *et seq.* claims on behalf of 106 fitness instructors);
- ***Garcia v. CSU Fullerton.***, Case No. 30-2017-00912195-CU-OE-CXC (Orange County Superior Court) (February 15, 2019) (certifying HammondLaw as class counsel for \$330,000 settlement of Labor Code §§ 1194, 226, 226.7, and 512 claims on behalf of 127 adjunct instructors);
- ***Pereltsvaig v. Stanford***, Case No. 17-CV-311521 (Santa Clara County Superior Court) (January 4, 2019) (certifying HammondLaw as class counsel for \$886,890 settlement of Labor Code §§ 1194, 226, 226.7, 512, 2802 and 2699 claims on behalf of 398 adjunct instructors);
- ***Moss et al. v. USF Reddaway, Inc.***, Case No. 5:15-cv-01541 (C.D. Cal.) (July 25, 2018) (certifying HammondLaw as co-class counsel for \$2,950,000 settlement of Labor Code §§ 1194, 226, 226.7, and 201-203 claims on behalf of 538 truck drivers);
- ***Beckman v. YMCA of Greater Long***, Case No. BC655840 (Los Angeles County Superior Court) (June 26, 2018) (Labor Code § 2698 *et seq.* representative action settlement for \$92,500 for violation of Labor Code § 1194 and 226(a) claims on behalf of 101 fitness instructors);

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- ***Maldonado v. Heavy Weight Transport, Inc.***, Case No. 2:16-cv-08838 (C.D. Cal.) (December 11, 2017) (certifying HammondLaw as co-class counsel for \$340,000 settlement of Labor Code §§ 1194, 226, 226.2, 226.7, 226, 201-203, and 2699 claims on behalf of 160 truck drivers);
- ***Hillman v. Kaplan***, Case No. 34-2017-00208078 (Sacramento County Superior Court) (December 7, 2017) (certifying HammondLaw as class counsel for \$1,500,000 settlement of Labor Code §§ 1194, 226, 226.7, 201-203 and 2802 claims on behalf of 506 instructors);
- ***Bender et al. v. Mr. Copy, Inc.***, Case No. 30-2015-00824068-CU-OE-CXC (Orange County Superior Court) (October 13, 2017) (certifying HammondLaw as co-class counsel for \$695,000 settlement of Labor Code §2802 claims on behalf of approximately 250 outside sales representatives);
- ***Rios v. SoCal Office Technologies***, Case No. CIVDS1703071 (San Bernardino County Superior Court) (September 6, 2017) (certifying HammondLaw as co-class counsel for \$495,000 settlement of Labor Code §2802 claims on behalf of approximately 180 outside sales representatives);
- ***Russell v. Young's Commercial Transfer, Inc.***, Case No. PCU265656 (Tulare County Superior Court) (June 19, 2017) (certifying HammondLaw as co-class counsel for \$561,304 settlement of Labor Code §§ 1194, 226, 226.2, and 201-203 claims on behalf of 962 truck drivers);
- ***Keyes v. Valley Farm Transport, Inc.***, Case No. FCS046361 (Solano County Superior Court) (May 23, 2017) (certifying HammondLaw as co-class counsel for \$497,000 settlement of Labor Code § 226, 1194, 512 and 2698 *et seq.* claims on behalf of 316 truck drivers);
- ***Numi v. Interstate Distributor Co.***, Case No. RG15778541 (Alameda County Superior Court) (March 6, 2017) (certifying HammondLaw as co-class counsel for \$1,300,000 settlement of Labor Code §§ 1194, 226.2 and 2802 claims on behalf of approximately 1,000 truck drivers);
- ***Keyes v. Vitek, Inc.***, Case No. 2016-00189609 (Sacramento County Superior Court) (February 17, 2017) (\$102,000 settlement of PAGA representative action for violation of Labor Code § 226.8 on behalf of 90 truck drivers);
- ***Martinez v. Estes West dba G.I. Trucking, Inc.***, Case. BC587052 (Los Angeles County Superior Court) (April 4, 2017) (certifying HammondLaw as co-class counsel for \$425,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 156 truck drivers);
- ***Sansinena v. Gazelle Transport Inc.***, Case No. S1500-CV- No 283400 (Kern County Superior Court) (December 8, 2016) (certifying HammondLaw as co-class counsel for \$264,966 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 314 truck drivers);
- ***Cruz v. Blackbelt Enterprises, Inc.***, Case No. 39-2015-00327914-CU-OE-STK (San Joaquin County Superior Court) (September 22, 2016) (certifying HammondLaw as co-class counsel for \$250,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 79 truck drivers);
- ***Araiza et al. v. The Scotts Company, L.L.C.***, Case No. BC570350 (Los Angeles County Superior Court) (September 19, 2016) (certifying HammondLaw

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as co-class counsel for \$925,000 settlement of Labor Code §226, 510, 512 and 2802 claims on behalf of approximately 570 merchandisers; and Labor Code 226(a) claims on behalf of approximately 120 other employees);

- ***Dixon v. Hearst Television, Inc.***, Case No. 15CV000127 (Monterey County Superior Court) (September 15, 2016) (certifying HammondLaw as class counsel for a \$432,000 settlement of Labor Code § 2802 claims on behalf of approximately 55 outside sales representatives);
- ***Garcia et al. v. Zoom Imaging Solutions, Inc.*** SCV0035770 (Placer County Superior Court) (September 8, 2016) (certifying HammondLaw as co-class counsel for \$750,000 settlement of Labor Code § 510, 512, 1194 and 2802 claims on behalf of approximately 160 sales representatives and service technicians);
- ***O'Beirne et al. v. Copier Source, Inc. dba Image Source***, Case No. 30-2015-00801066-CU-OE-CXC (Orange County Superior Court) (September 8, 2016) (certifying HammondLaw as co-class counsel for \$393,300 settlement of Labor Code § 2802 claims on behalf of approximately 132 outside sales representatives);
- ***Mead v. Pan-Pacific Petroleum Company, Inc.***, Case No. BC555887 (Los Angeles County Superior Court) (August 30, 2016) (certifying HammondLaw as co-class counsel for \$450,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 172 truck drivers);
- ***Lange v. Ricoh Americas Corporation***, Case No. RG136812710 (Alameda County Superior Court) (August 5, 2016) (certifying HammondLaw as co-class counsel for \$1,887,060 settlement of Labor Code § 2802 claims on behalf of approximately 550 sales representatives);
- ***Alcazar v. US Foods, Inc. dba US Foodservice***, Case No. BC567664 (Los Angeles County Superior Court) (March 18, 2016) (certifying HammondLaw as co-class counsel for a \$475,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims on behalf of approximately 634 truck drivers);
- ***Harris v. Toyota Logistics***, Case No. C 15-00217 (Contra Costa County Superior Court) (February 9, 2016) (certifying HammondLaw as co-class counsel for \$550,000 settlement of Labor Code §§ 1194, 226, and 201-203 claims reached on behalf of approximately truck 125 drivers);
- ***Albanez v. Premium Retail Services Inc.***, Case No. RG1577982 (Alameda County Superior Court) (January 29, 2016) (Private Attorney General Act Settlement for \$275,000 on behalf of approximately 38 employees);
- ***Garcia et al v. Sysco Los Angeles, et al.***, Case No. BC560274 (Los Angeles County Superior Court) (November 12, 2015) (certifying HammondLaw as co-class counsel for a \$325,000 settlement on behalf of approximately 500 truck drivers);
- ***Cooper et al. v. Savage Services Corporation, Inc.***, Case No. BC578990 (Los Angeles County Superior Court) (October 19, 2015)(certifying HammondLaw as co-class counsel for \$295,000 settlement on behalf of approximately 115 truck drivers);
- ***Gallardo et al. v. Canon Solutions America, Inc.***, Case No. CIVDSS1500375 (San Bernardino County Superior Court) (August 5, 2015)

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(certifying HammondLaw as co-class counsel for \$750,000 settlement of Labor Code § 2802 claims on behalf for approximately 320 outside sales representatives);

- ***Glover v. 20/20 Companies, Inc.***, Case No. RG14748879 (Alameda County Superior Court) (August 3, 2015) (Private Attorney General Act Settlement for \$475,000 on behalf of approximately 273 independent contractors);
- ***Mayton et al v. Konica Minolta Business Solutions USA, Inc.***, Case No. RG12657116 (Alameda County Superior Court) (June 22, 2015) (certifying HammondLaw as co-class counsel for \$1,225,000 settlement of Labor Code § 2802 claims on behalf for approximately 620 outside sales representatives);
- ***Garza, et al. v. Regal Wine Company, Inc. & Regal III, LLC***, Case No. RG12657199 (Alameda County Superior Court) (February 21, 2014) (certifying HammondLaw as class counsel for \$1.7 million settlement on behalf of approximately 317 employees);
- ***Moy, et al. v. Young's Market Co., Inc.***, Case No. 30-2011-00467109- CU-OE-CXC (Orange County Superior Court) (November 8, 2013) (certifying HammondLaw as co-class counsel for \$2.3 million settlement of Labor Code § 2802 claims on behalf of approximately 575 sales representatives);
- ***Gagner v. Southern Wine & Spirits of America, Inc.***, Case No. 3:10-cv-10-04405 JSW (N.D. Cal.) (December 11, 2012) (certifying HammondLaw as co-class counsel for \$3.5 million settlement of Labor Code § 2802 claims reached on behalf of approximately 870 sales representatives);
- ***Downs, et al. v. US Foods, Inc. dba US Foodservice***, Case No. 3:10-cv-02163 EMC (N.D. Cal.) (September 12, 2012) (certifying HammondLaw as co-class counsel for \$3 million settlement reached on behalf of approximately 950 truck drivers)

Approved California Consumer Cases

- ***Rodriguez v River City Bank***, Case No. 1-13-cv-257676 (Sacramento County Superior Court) (October 26, 2022) (approving \$140,000 settlement of Cal. Bus. Prof. Code §§ 17200, Civil Code § 1798.80 and 1798.100 claims on behalf of 16,417 River City Bank customers);
- ***Siciliano et al. v. Apple***, Case No. 1-13-cv-257676 (Santa Clara County Superior Court) (November 2, 2018) (approving \$16,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 3.9 million California subscribers to Apple InApp subscriptions);
- ***In re Ashley Madison Customer Data Security Breach Litigation***, Case No. 4:15-cv- 02669 JAR (E.D. Mis.) (November 20, 2017) (HammondLaw appointed to the executive committee in \$11.2 million settlement on behalf of 39 million subscribers to ashleymadison.com whose information was compromised in the Ashley Madison data breach);
- ***Gargir v. SeaWorld Inc.***, Case No. 37-2015-00008175-CU-MC-CTL (San Diego County Superior Court) (October 21, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims class action on behalf of 88,000 subscribers to SeaWorld's annual park passes);

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- ***Davis v. Birchbox, Inc.***, Case No. 3:15-cv-00498-BEN-BGS (S.D. Cal.) (October 14, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$1,572,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 149,000 subscribers to Birchbox’s memberships);
- ***Goldman v. LifeLock, Inc.***, Case No. 1-15-cv-276235 (Santa Clara County Superior Court) (February 5, 2016) (certifying HammondLaw and Berman DeValerio as co-class counsel in \$2,500,000 settlement of Cal. Bus. Prof. Code §§ 17603, 17200, and 17535 claims on behalf of 300,000 California subscribers to Lifelock’s identity protection programs)