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Attorneys for Defendants
SCHILLING ROBOTICS, LLC and FMC
TECHNOLOGIES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

JORDON NORRIS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

SCHILLING ROBOTICS, LLC, a limited liability
company; FMC TECHNOLOGIES, INC., a
Delaware corporation; EQ TALENT
SOLUTIONS, LLC, a limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No. CV2021-2251

ASSIGNED FOR ALL PURPOSES TO
JUDGE DAVID ROSENBERG, DEPT 14

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

Action Filed: December 29, 2021
Trial Date: Not Set

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

2 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release states
3 the proposed terms of the class action and Private Attorneys General Act (“PAGA”) settlement of the
4 above-entitled action. The terms stated below are agreed to and binding on Plaintiffs Veronica Garcia
5 and Jamil Johnson (“Plaintiffs”) and Defendant Schilling Robotics, LLC (“Defendant”), but are
6 contingent upon approval by the Court. Once approved by the Court, the Settlement shall be binding
7 under the terms stated herein on Plaintiffs, Defendant, and the Class Members (as defined below).

8 **SUMMARY OF THE SETTLEMENT**

9 The Parties herein, as stated in more detail in the terms and definitions below, have agreed to
10 settle on a class basis all claims asserted by Plaintiffs for various alleged violations of the California
11 Labor Code and the Unfair Competition Law. The class consists of all individuals employed during
12 the class period defined below by either Schilling Robotics, LLC in the State of California as non-
13 exempt employees and/or by EQ Talent Solutions, LLC who were assigned to work at Schilling
14 Robotics, LLC’s California locations. The Parties participated in mediation for this case on June 13,
15 2024, with Marc Feder. The Parties ultimately accepted a mediator’s proposal and agreed that all
16 claims alleged herein, as defined below, would be settled on a class basis for the maximum amount of
17 Five Hundred Seventy- Five Thousand Dollars (\$575,000.00), with no portion of the settlement
18 reverting back to Defendant. Of that settlement amount, Forty Thousand Dollars (\$40,000.00) will be
19 designated as PAGA Penalties under PAGA, seventy-five percent (75%) of which will be paid to the
20 California Labor and Workforce Development Agency and twenty-five percent (25%) of which will
21 be paid to PAGA Member(s) in accordance with the terms herein below.

22 **DEFINITIONS**

23 1. The following definitions are applicable to this Settlement, in addition to other terms
24 defined elsewhere in the Settlement:

25 a. “Action” shall mean the following lawsuit: *Norris, et al. v. Schilling Robotics,*
26 *LLC, et al.*, Yolo County Superior Court Case No. CV2021-2251, including the original Complaint,
27 First Amended Class and Representative Action Complaint and Second Amended Class and
28 Representative Action Complaint described herein.

b. "Attorneys' Costs" means reasonable attorneys' costs approved by the Court for Class Counsel's litigation and resolution of the Actions incurred and to be incurred by Class Counsel in the Actions up to, but estimated not to exceed, One Hundred Thirty Thousand Dollars (\$130,000.00). Attorneys' Costs shall be paid to Class Counsel. The Attorneys' Costs shall only be paid from the Gross Settlement Amount.

c. "Attorneys' Fees" means the attorneys' fees agreed upon by the Parties herein and approved by the Court for Class Counsel's litigation and resolution of the Action up to, but not to exceed, one-third (1/3) of the Gross Settlement Amount, estimated to be One Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars (\$191,667.00). Attorneys' Fees shall only be paid to Class Counsel from the Gross Settlement Amount.

d. "Class" and "Class Members" for purposes of this Settlement shall be defined as: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California, and all individuals employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the Class Period.

e. "Class Counsel" shall mean Kane Moon, H. Scott Leviant, Mariam Ghazaryan, and Sandy Pham of Moon Law Group, PC.

f. "Class Period" shall mean the time period from December 29, 2017, to August 27, 2024.

g. "Class Representative Service Award" shall mean an award up to, but not to exceed, Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiffs Veronica Garcia and Jamil Johnson (for a total of up to \$15,000.00) in recognition of their efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members, risks undertaken for the payment of costs in the event of loss, and the giving of a general release of all claims. The Class Representative Service Awards shall be paid from the Gross Settlement Amount.

h. "The Court" shall mean the Yolo County Superior Court, Hon. David Rosenberg, or such other Yolo County Superior Court Judge as may be assigned to hear this matter.

i. "Defendant" shall mean Schilling Robotics, LLC.

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j. “Effective Date” shall be sixty-five (65) calendar days from the date of service of a Notice of entry of an Order Granting Final Approval of the Settlement and Entering Judgment described below. However, if an appeal is filed within sixty (60) days of service of Notice of an Order Granting Final Approval of the Settlement and Entering Judgment, then the Effective Date shall be the latest of: (i) the date of final affirmance of the Order Granting Final Approval and Entering Judgment; (ii) the date of final dismissal of any appeal from the Order Granting Final Approval of the Settlement and Entering Judgment or the final dismissal of any proceeding to review the Order Granting Final Approval and Entering Judgment that has the effect of confirming the Order Granting Final Approval and Entering Judgment with no avenue for additional appeal or review available.

k. “Employer Taxes” means Defendant’s share of employer-side payroll taxes to be paid on that portion of the Class Member’s Individual Settlement Payment characterized as wages, i.e. FICA, FUTA, payroll taxes, and/or any similar tax or charge. The Employer Taxes will be paid outside of and in addition to the Gross Settlement Amount.

l. “Gross Settlement Amount” (or “GSA”) shall mean the maximum non-reversionary amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) payable by Defendant as provided for by this Agreement. Employer Taxes are excluded from the GSA and shall be paid separately therefrom, as specified in this Agreement.

m. “Individual Settlement Payment” means the amount each Class Member shall be entitled to receive pursuant to the Settlement. This payment will include compensation pursuant to the terms of this Agreement for all Workweeks worked during the Class Period by Participating Class Members and the number of Pay Periods worked during the PAGA Period by PAGA Member(s). Class Members who opt-out of the non-PAGA portion of the Settlement shall only receive payment based on their pro rata number of Pay Periods worked during the PAGA Period, if any.

n. “LWDA Payment” means the seventy-five percent (75%) portion of the PAGA Penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to the PAGA.

o. “Net Distribution Fund” shall mean the Gross Settlement Amount less (a) the Class Representative Service Awards, (b) Settlement Administration Costs, (c) Attorneys’ Fees, (d)

Attorneys' Costs, and (e) the PAGA Penalties.

p. "Notice Packet" shall mean the Notice of Proposed Class Action Settlement substantially in the form attached as **Exhibit A**.

q. "PAGA" shall mean the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

r. "PAGA Member(s)" and "PAGA Group" means those Class Members who worked any time during the PAGA Period.

s. "PAGA Members Payment" means the twenty-five percent (25%) portion of the PAGA Penalties to be paid to PAGA Members pursuant to the PAGA.

t. "PAGA Pay Period(s)" means any pay period in which a PAGA Member worked at least one day in that pay period during the PAGA Period, excepting those dates/times taken for vacations and leaves of absences.

u. "PAGA Penalties" means civil penalties under the PAGA agreed upon by the Parties and approved by the Court up to, but not to exceed, Forty Thousand Dollars (\$40,000.00), seventy-five percent (75%) of which will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and the remaining twenty-five percent (25%) ("PAGA Members Payment") shall be distributed proportionately to PAGA Members.

v. "PAGA Period" shall mean the time period from December 23, 2020 to the earlier of August 27, 2024 or the entry of an Order granting preliminary approval of this settlement.

w. "Participating Class Member(s)" means any Class Member who does not return a valid and timely request to be excluded from the non-PAGA portion of the Settlement. All Participating Class Members will be mailed their Individual Settlement Payment without the need to return a claim form.

x. "Parties" shall mean collectively, Plaintiffs and Defendant.

y. "Plaintiffs" and "Class Representatives" shall mean Plaintiffs Veronica Garcia and Jamil Johnson.

z. "Released Claims" means any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated

1 damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief
2 against the Released Parties, arising during the Class Period and alleged in the operative Complaint,
3 or which could have been alleged based on the facts pled in the operative Complaint, including without
4 limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure
5 to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure
6 to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of
7 pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of
8 pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of
9 pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged
10 failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to
11 employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi)
12 the alleged failure to maintain accurate time and payroll records, and (xii) claims for interest and any
13 other claims and penalties premised on the aforementioned allegations. "Released Claims" includes
14 all types of relief available for the above-referenced claims, including any claims for damages,
15 restitution, losses, premiums, penalties, fines, lines, attorneys' fees, costs, expenses, debts, interest,
16 injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law
17 or any state or local law or common law, including, without limitations, as violations of the California
18 Labor Code, the Wage Orders, applicable regulations, and any and all claims under the Fair Labor
19 Standards Act.

20 aa. "Released PAGA Claims" means all PAGA claims against the Released Parties
21 arising during the PAGA Period and alleged in Plaintiffs' letters and amended letters to the LWDA
22 filed on behalf of any named Plaintiffs in this action, including Plaintiff Jordon Norris, Jamil Johnson,
23 or Veronica Garcia, or which could have been alleged based on the facts pled in Plaintiffs' letters or
24 amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged
25 failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged
26 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate
27 of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide
28 meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide

1 rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide
2 complete and accurate wage statements, (viii) the alleged failure to timely pay wages during
3 employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are
4 terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to
5 maintain accurate time and payroll records, and (xii) any other PAGA claims premised on the
6 aforementioned allegations.

7 bb. “Released Parties” means Schilling Robotics, LLC and its past, present, and
8 future parents, subsidiaries, sister companies, members and divisions, including but not limited to
9 FMC Technologies, Inc., as well as staffing agencies utilized during the Class Period, specifically EQ
10 Talent Solutions, LLC, and their respective past, present, and future officers, directors, employees,
11 partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their
12 successors (including persons or entities who may acquire them in the future), assigns, representatives,
13 heirs, executors, and administrators and all other persons acting by, through, under or in concert with
14 them that could be liable for the Released Claims.

15 cc. “Response Deadline” means the deadline by which Class Members must
16 postmark and return to the Administrator signed, dated, and timely requests for exclusion from the
17 non-PAGA portion of the Settlement, objections to the Settlement and/or disputes concerning the
18 number of Workweeks worked during the Class Period and number Pay Periods worked during the
19 PAGA Period. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
20 Notice Packets by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal
21 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
22 Postal Service is open. The Response Deadline will be extended fifteen (15) calendar days for any
23 Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day
24 falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the
25 next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
26 express agreement between Class Counsel and Defendant.

27 dd. “Settlement” or “Agreement” or “Settlement Agreement” shall mean this Joint
28 Stipulation of Class Action Settlement and Release.

ee. “Settlement Administration Costs” means the costs allocated from the Gross Settlement Amount to pay for administration of the settlement, as described in this Agreement, including required tax calculations and tax reporting to the appropriate governmental entities in connection with the Individual Settlement Payments (as defined below), issuing of 1099 and W-2 IRS Forms, address updates through the National Change of Address database (prior to the mailing of the Notice Packets), distributing Notice Packets, skip-tracing Notice Packets returned as undeliverable, calculating and distributing the Individual Settlement Payments, weekly status reports, resolving disputed claims with the aid of the Parties’ counsel, and providing all reports and declarations deemed necessary by the Parties in an amount not to exceed \$9,000.00.

ff. “Settlement Administrator” means ILYM Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

gg. “Workweek” means any week in which a Class Member worked at least one day in that week during the Class Period, excepting those dates/times taken for vacations and leaves of absences.

SUMMARY OF THE LITIGATION AND SETTLEMENT

2. On December 23, 2021, Plaintiff Jordon Norris submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) notifying the LWDA of his intent to seek civil penalties from Schilling Robotics, LLC, FMC Technologies, Inc. and EQ Talent Solutions, LLC for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No. LWDA-CM-859553-21.

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3. On December 29, 2021, Plaintiff Jordon Norris filed a representative wage and hour class action lawsuit against Schilling Robotics, LLC, FMC Technologies, Inc. and EQ Talent Solutions, LLC. In the Action alleging class claims for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements.

4. On May 24, 2022, Plaintiff Jordon Norris filed a First Amended Class and Representative Action Complaint adding a cause of action for PAGA penalties.

5. On November 7, 2022, Plaintiff Jordon Norris filed an Amendment to the First Amended Class and Representative Action Complaint naming Robert Glover as Doe Defendant 1.

6. On December 9, 2022, Plaintiff Veronica Garcia submitted a letter to the LWDA notifying it of her intent to seek civil penalties from Schilling Robotics, LLC and FMC Technologies, Inc. for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No LWDA-CM-923697-22.

7. On January 9, 2023, Plaintiff Jamil Johnson submitted a letter to the LWDA notifying it of his intent to seek civil penalties from EQ Talent Solutions, LLC, Schilling Robotics, LLC, FMC Technologies, Inc. and Robert Glover for alleged wage and hour violations, including for: (i) the

alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements, LWDA Case No LWDA-CM-923697-22.

8. Also on January 9, 2023, Plaintiffs Jordon Norris, Jamil Johnson and Veronica Garcia sent an amended letter to the LWDA in Case No. LWDA-CM-859553-21 regarding their intent to seek civil penalties against EQ Talent Solutions, LLC, Schilling Robotics, LLC, FMC Technologies, Inc. and Robert Glover for alleged wage and hour violations, including for: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, including for purposes of sick time pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to indemnify for necessary business expenses, (viii) the alleged failure to timely pay all wages owed at termination of employment, and (ix) the alleged failure to provide complete and accurate wage statements pursuant to Labor Code §§ 210, 201.3, 202, 203, 204, 221, 222, 223, 226, 226.7, 246, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 1199 and 2802.

9. On January 16, 2023, Plaintiff Jordon Norris filed a Second Amended Class and Representative Action Complaint adding Veronica Garcia and Jamil Johnson as named Plaintiffs.

10. On August 9, 2023, the Court entered an Order dismissing Jordon Norris as a Plaintiff in the Action.

11. The Parties conducted extensive formal and informal discovery in the Action, including interrogatories, requests for production of documents, requests for admission and depositions. The production of records through formal discovery included the production of allegedly aggrieved

employees' and Class Members' information and time and payroll records.

12. On April 27, 2023, Plaintiffs filed a Motion for Class Certification. On September 21, 2023, the Court entered an Order denying Plaintiffs' Motion for Class Certification without prejudice.

13. The Parties recognize the issues in the Action would likely only be resolved with further extensive and costly proceedings; recognize that further litigation shall cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation; and recognize the risk and uncertainty of the outcome inherent in any litigation. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms of this Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay and defenses asserted by Defendant. While Defendant specifically denies all liability in the Action, it has agreed to enter into this Settlement to avoid the cost and business disruption associated with further defense of the Action.

14. The Parties participated in a mediation of this case on June 13, 2024, with Marc Feder. Following the mediation session Mr. Feder provided the Parties with a mediator's proposal to fully, finally, and forever compromise and settle all claims asserted in the Action for the Gross Settlement Amount. The Parties ultimately accepted the terms of the mediator's proposal. To achieve a complete release of Defendant, each Class Member will be informed that in exchange for their Individual Settlement Payment, each Participating Class Member will release the Released Claims as against the Released Parties and each PAGA Member will release the Released PAGA Claims as against the Released Parties.

TERMS OF THE CLASS SETTLEMENT

15. Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to completely resolve the Action, including the Second Amended Class and Representative Action Complaint, on a class and PAGA-wide basis. In addition to the Gross Settlement Amount, Defendant shall pay the Employer Taxes due on the portion of the Individual Settlement Payments allocated to wages. Under no circumstances shall Defendant be obligated to pay any more than the Gross Settlement Amount and the Employer Taxes for the complete resolution of the Action.

1 16. Allocation of the Gross Settlement Amount. From the Gross Settlement Amount, and
2 subject to the approval of the Court, the Parties agree to the following allocations:

3 a. Class Representative Service Award. Plaintiffs shall each be paid a Class
4 Representative Service Award of up to \$7,500 in recognition of their efforts and work in prosecuting
5 the Action on behalf of Class Members and PAGA Members, undertaking the burdens and risks for
6 the payment of costs in the event of loss and for giving a general release of all claims. The Class
7 Representative Service Awards shall be paid in addition to Plaintiffs' Individual Settlement Payments,
8 and Plaintiffs shall give a general release of all claims against the Released Parties in exchange for the
9 Class Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay any and
10 all applicable taxes on their Class Representative Service Awards. Any portion of the Class
11 Representative Service Awards not awarded to Plaintiffs shall remain with the Net Distribution Fund.

12 b. Settlement Administration Costs. The Settlement Administrator shall be paid
13 "Settlement Administration Costs" in an amount not to exceed Nine Thousand Dollars (\$9,000.00).

14 c. Attorneys' Fee Award. Class Counsel shall be paid an Attorneys' Fee Award
15 of up to One Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars (\$191,667.00), (1/3 of
16 the Gross Settlement Amount), subject to Court approval;

17 d. Attorneys' Costs. Class Counsel shall be paid an award for reimbursement of
18 their Attorneys' Costs in an amount of up to One Hundred Thirty Thousand Dollars (\$130,000.00),
19 subject to Court approval;

20 e. PAGA Penalties. PAGA Penalties of \$30,000.00.00 (75% of \$40,000.00) shall
21 be paid to the LWDA and \$10,00.00 (25% of \$40,000.00) to PAGA Members based on their pro rata
22 share of Pay Periods worked during the PAGA Period. PAGA Members shall not have the right to
23 opt out of the PAGA portion of this Settlement.

24 17. Allocation of the Net Distribution Fund and PAGA Members Payment. The Net
25 Distribution Fund and PAGA Members Payment shall both be allocated to Participating Class
26 Members and PAGA Members based on the formulas described below. Any portion of the Class
27 Representative Service Awards, the Settlement Administration Costs, the Attorneys' Fees Award, the
28 Attorneys' Costs and/or the PAGA Penalties not approved by the Court shall be added to the Net

1 Distribution Fund. No portion of the Net Distribution Fund shall revert to or be retained by Defendant
2 under any circumstance. The Net Distribution Fund and PAGA Members Payment shall be distributed
3 to Participating Class Members and PAGA Members on a proportionate basis as follows:

4 a. Payment to Participating Class Members. Each Participating Class Member shall
5 receive a proportionate share of the Net Distribution Fund that is equal to (i) the number
6 of Workweeks he/she worked during the Class Period divided by (ii) the total number
7 of Workweeks worked by all Participating Class Members during the Class Period.

8 b. PAGA Members Payment. Each PAGA Member will receive a proportionate share of
9 the PAGA Members Payment that is equal to (i) the number of Pay Periods he/she
10 worked during the PAGA Period divided by (ii) the total number of Pay Periods worked
11 by all PAGA Members during the PAGA Period.

12 18. Individual Settlement Payments. Participating Class Members shall receive an
13 Individual Settlement Payment calculated as set forth in paragraph 17(a)-(b) above. Class Members
14 who opt out of the non-PAGA portion of the Settlement shall receive only an Individual Settlement
15 Payment representing payment for the PAGA Members Payment as set forth in paragraph 17(b). In
16 the event that a Class Member should dispute the information upon which his or her Individual
17 Settlement Payment is calculated, and it is determined by the Administrator from the information
18 and/or documentation provided by that Class or PAGA Member that an amount more than that initially
19 calculated is payable to any Participating Class Member or PAGA Member pursuant to the Settlement,
20 that additional amount will be paid from the Gross Settlement Amount. In no event shall Defendant
21 ever be required to pay any amount greater than the Gross Settlement Amount plus the Employer
22 Taxes.

23 19. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit
24 plan, the Individual Settlement Payments made to Participating Class Members and PAGA Members,
25 as well as any other payments made pursuant to this Settlement, shall not be construed as compensation
26 for, nor utilized to calculate, any additional benefits under any benefit plans to which any Class
27 Members may otherwise be eligible, including, but not limited to profit-sharing plans, bonus plans,
28 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit

1 plan of Defendant or pursuant to any Collective Bargaining Agreement. Unless otherwise required by
2 any applicable benefit plan, this Settlement shall not affect any rights, contributions, or amounts to
3 which any Class Members may be entitled under any benefit plans.

4 **PRELIMINARY APPROVAL OF THE SETTLEMENT**

5 20. Preliminary Approval: Upon execution of this Agreement, Plaintiffs shall file a Motion
6 for Order Granting Preliminary Approval of the Class Action Settlement which requests the following:
7 (i) preliminary approval of the Settlement, subject only to the objections of Class Members and final
8 review by the Court; (ii) conditional certification of a class for purposes of settlement only; (iii) a
9 schedule for final approval hearing regarding the proposed Settlement, including payment of
10 Attorneys' Fees and Attorneys' Costs, and Class Representative Service Awards; (iv) approval as to
11 form and content of the proposed Notice Packet; (v) a schedule for the procedures for the Response
12 Deadline; and (vi) a schedule for the mailing of the Notice Packet by first class mail to the Class
13 Members. Plaintiffs' Counsel will provide counsel for Defendant with a draft of the motion for
14 preliminary approval including the proposed Order Granting Preliminary Approval at least seven (7)
15 calendar days before it is filed with the Court for Defendant's review and input. Defendant shall not
16 oppose the Preliminary Approval Motion and may, in its sole option, file a declaration of non-
17 opposition. Concurrently with the filing of the Preliminary Approval Motion, counsel for Plaintiffs
18 shall submit a copy of this Agreement to the LWDA and provide proof of said submission to the Court
19 and counsel for Defendant.

20 21. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
21 certification of the Class for purposes of the Settlement only. If, for any reason, the Settlement is not
22 approved, the stipulation to certification shall be void. The Parties further agree that certification for
23 purposes of the Settlement is not an admission that class action certification is proper under the
24 standards applied to contested certification motions and that this Settlement shall not be admissible in
25 this or any other proceeding as evidence that either: (i) a class action should be certified or
26 (ii) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's
27 terms.

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SETTLEMENT ADMINISTRATION

22. Settlement Administrator. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

23. Class Data. Within 14 days of the Order Granting Preliminary Approval, Defendant shall provide to the Settlement Administrator for each identifiable member of the Class the following information: name, last known address, social security number, and the number of workweeks worked during the Class Period, and the number of Pay Periods worked during the PAGA Period based on its business and payroll records ("Class Data List"). The Class Data List and information shall remain confidential. The Settlement Administrator shall only use this information to facilitate notice, administration of the Settlement, and for distribution of Individual Settlement Payments to Participating Class Members and PAGA Members. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

24. Duty to Protect Class Data. The Settlement Administrator shall represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and technical safeguards for the Class Data List that it receives from Defendant; (ii) not disclose the Class Data List to Class Counsel, Plaintiffs, any party or third parties, including agents or subcontractors, without Defendant's consent and keep the Class Data List confidential; (iii) not disclose or otherwise use the Class Data other than to carry out its duties as set forth herein; and (iv) promptly provide Defendant with notice if it becomes aware that the Class Data List becomes subject to unauthorized access, use, or disclosure.

25. Confirmation of Contact Information in the Class Data List. Following receipt of the Class Data List from Defendant, and prior to mailing, the Settlement Administrator shall perform a search of the National Change of Address Database to update and correct stale Class Member addresses. If any Notice Packet is returned to the Settlement Administrator as non-deliverable on or before the Response Deadline, within three days of its receipt, the Settlement Administrator shall send it promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement Administrator shall indicate the date of such re-mailing on the Notice Packet. If no

1 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine the
2 correct address by using a skip-trace, or other search using the name, address and/or social security
3 number of the Class Member involved, and shall, within three days of learning the correct address, re-
4 mail the Notice Packet. Should a Notice Packet associated with a currently employed Class Member
5 be returned to the Administrator, it shall immediately inform Defendant to obtain a more current
6 mailing address for that Class Member to re-mail the Notice Packet.

7 26. Notice by First-Class U.S. Mail. Within 14 days following Defendant's provision of
8 the Class Data List to the Settlement Administrator as set forth in Paragraph 16, supra, the
9 Administrator shall mail the individualized Notice Packet by First Class U.S. Mail. Each
10 individualized Notice of Class Action Settlement shall include the Class Member's number of
11 Workweeks worked during the Class Period and number of Pay Periods worked during the applicable
12 PAGA Period and the estimated Individual Settlement Payment amount. The Notice will also inform
13 Class Members of their right to opt-out of the non-PAGA portion of the Settlement, that they will
14 receive payment for the Settlement without having to submit a claim and that they each will be mailed
15 their Individual Settlement Payment at the address on file with the Administrator. The Notice will
16 also inform the Class of the manner and deadline to submit (1) requests for exclusion from the non-
17 PAGA portion of the Settlement, (2) objections to the Settlement; and (3) disputes concerning the
18 number of Workweeks during the Class Period and the number of Pay Periods worked during the
19 PAGA Period. The Notice shall further inform the Class of the claims to be released, including if they
20 do not request to be excluded, and the date, time, and place set for the Final Approval Hearing.

21 27. Disputed Workweek and/or Pay Period Information. Class Members may contact the
22 Settlement Administrator with questions regarding the number of Workweeks they have been assigned
23 during the Class Period and/or the number of Pay Periods they have been assigned during the PAGA
24 Period. Class Members may produce evidence to the Settlement Administrator showing that such
25 information is inaccurate. There is a rebuttable presumption that Defendant's personnel and payroll
26 records are correct, but Class Members may, should they disagree with Defendant's records, provide
27 documentation to show contrary employment dates and/or records of Workweeks or Pay Periods no
28 later than the Response Deadline. The dispute must: (i) set forth the name, address, telephone number

1 and last four digits of the social security number of the Class Member submitting the dispute; (ii) be
2 signed by the Class Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state
3 the reason(s) that the Class Member disputes the information provided in the Notice Packet; and (v) be
4 postmarked on or before the Response Deadline. All disputes shall be decided by the Settlement
5 Administrator within ten (10) business days of the Response Deadline.

6 28. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
7 non-PAGA portion of the Settlement must sign and postmark a written Request for Exclusion to the
8 Settlement Administrator, in the manner set forth in the Notice, by the Response Deadline. The
9 Request for Exclusion must: (i) set forth the name, address, telephone number and last four digits of
10 the Social Security number of the Class Member requesting the exclusion; (ii) be signed by the Class
11 Member; (iii) be timely returned to the Settlement Administrator; (iv) clearly state that the Class
12 Member does not wish to be included in the non-PAGA portion of the Settlement and does not wish
13 to receive any payment or other benefits therefrom; and (v) be postmarked on or before the Response
14 Deadline. The postmark date shall be the exclusive means to determine whether a Request for
15 Exclusion has been timely submitted. No Request for Exclusion may be made on behalf of a group of
16 Class Members. Workweeks by Class Members who have submitted a valid and timely Request for
17 Exclusion shall be deducted from the aggregate number of Workweeks for the non-PAGA portion of
18 the Settlement. Class Members shall not have the right to opt-out from the PAGA portion of the
19 Settlement.

20 29. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
21 any of the requirements listed herein, that Class Member shall be given an opportunity to cure the
22 defect(s). The Settlement Administrator shall mail the Class Member a cure letter within three (3)
23 business days of receiving the defective submission to advise the Class Member that his or her
24 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
25 The Class Member shall have until (i) the Response Deadline or (ii) ten (10) calendar days from the
26 date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If the
27 revised Request for Exclusion is not postmarked within that period, it shall be deemed untimely. Class
28 Members shall be limited to one cure letter advising them of the defect. A Class Member who submits

1 an invalid or untimely request to be excluded will remain a Class Member, will receive their Individual
2 Settlement Payment and be bound by the releases and judgment entered as set forth herein. Invalid
3 and untimely Requests for Exclusion shall be deemed null and void.

4 30. Objection Procedures. To object in writing to the non-PAGA portion of the Settlement,
5 a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or
6 before the Response Deadline. Class Members shall not have a right to object to the PAGA portion
7 of the Settlement. The Notice of Objection must be signed by the Class Member and contain all
8 information required by this Settlement and as set forth in the Notice of Class Action Settlement,
9 including: (i) the objector's full name, signature, address, and telephone number; (ii) a written
10 statement of all grounds for the objection accompanied by any legal support for such objection; and,
11 (iii) copies of any papers, briefs, or other documents upon which the objection is based. The postmark
12 date shall be deemed the exclusive means for determining that the Notice of Objection is timely. No
13 late Notice of Objection will be accepted or considered. Only Class Members who have not opted out
14 of the non-PAGA portion of the Settlement may object. Any Class Member who does not object to
15 the Settlement, intervene in the Action, or who fails to otherwise comply with the specific and
16 technical requirements of this Paragraph as provided in the Notice, shall be foreclosed from seeking
17 any adjudication or review of the Settlement, by appeal or otherwise. Any Class Member shall have
18 a right to appear at the Final Approval Hearing in order to have their objections heard by the Court,
19 even if no Notice of Objection was submitted. At no time shall any of the Parties or their counsel seek
20 to solicit or otherwise encourage Class Members to submit written objections to the Settlement or
21 appeal from the Final Approval and Judgment. Class Counsel shall not represent any Class Members
22 with respect to any such objections to this Settlement. The Parties shall file all Notices of Objection,
23 valid or invalid, timely or untimely, with the Court in advance of the Final Approval/Settlement
24 Fairness Hearing. If the Court overrules the Class Member's objection(s), or if the Court approves the
25 Settlement despite any objection(s), the Class Member will be deemed to be a Participating Class
26 Member, will be bound by the terms of this Agreement and will be mailed their Individual Settlement
27 Payment.

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1 31. Settlement Administrator Reports Regarding Class Member Participation. The
2 Settlement Administrator shall provide Defendant's counsel and Class Counsel a biweekly report that
3 certifies the number of Class Members who have submitted valid Requests for Exclusion, the number
4 of objections to the Settlement and whether any Class Member has submitted a challenge to any
5 information contained in their Notices. The Settlement Administrator shall provide to counsel for both
6 Parties any updated reports regarding the administration of the Settlement as needed or requested. Not
7 later than fourteen (14) days after the final Response Deadline, the Settlement Administrator will
8 provide the Parties with a complete and accurate list of all Participating Class Members, all Class
9 Members who opted-out of the non-PAGA portion of the Settlement and all Class Members who
10 objected to the Settlement.

11 32. Settlement Administrator Declaration. Not later than twenty-eight (28) court days prior
12 to the Final Approval Hearing, the Settlement Administrator will provide the Parties with its
13 declaration of due diligence setting forth its compliance with its obligations under this Agreement, the
14 number of Participating Class Members, the number of Class Members who timely submitted
15 Requests for Exclusion from the non-PAGA portion of the settlement, the number of objections to the
16 Settlement and the number of PAGA Members to be filed with the Court and will supplement its
17 declaration as needed or as requested by the Court.

18 33. Settlement Administrator Final Report. By no later than ten (10) calendar days
19 following the deadline for Class Members to cash their Individual Settlement Payments, the Settlement
20 Administrator shall provide counsel for both Parties with a declaration of due diligence setting forth
21 its compliance with its obligations in disbursing funds from the Gross Settlement Amount, including
22 a statement of the number and dollar value of checks for Individual Settlement Payments cashed and
23 the number and dollar value of checks for Individual Settlement Payments that were not cashed.

24 34. Defendant's Right to Rescind. Defendant shall have, in its sole discretion, the right to
25 void and withdraw from the Settlement if, at any time prior to Final Approval, five percent (5%) or
26 more of Class Members timely and validly Request Exclusion from the non-PAGA portion of the
27 Settlement. Defendant must exercise this right of rescission in writing to Class Counsel within
28 thirty (30) calendar days after the latest date any Class Member may timely submit his or her Request

1 for Exclusion. If Defendant exercise its right of rescission pursuant to this paragraph, Defendant shall
2 be responsible for all costs incurred by the Settlement Administrator.

3 35. Escalator Clause. It is estimated that there are approximately 30,451 Workweeks
4 worked by all Class Members during the applicable Class Period of December 29, 2017, through April
5 5, 2024. If the Workweek number is ultimately greater than 110% of that estimate (33,496), the Gross
6 Settlement Amount will be increased on a pro rata basis for each Workweek above 33,496.
7 Alternatively, Defendant may, in its sole discretion, cut off the release period as of the date 33,496
8 Workweeks are reached, provided that the date is after June 13, 2024, the date of the mediation.

9 **FINAL APPROVAL**

10 36. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
11 Response Deadline as ordered by the Court at the time of the Preliminary Approval Hearing, a Final
12 Approval Hearing shall be conducted to determine the Final Approval of the Settlement along with
13 the amounts properly payable for: (i) Individual Settlement Payments; (ii) the Class Representative
14 Service Awards; (iii) Attorneys' Fees; (iv) Attorneys' Costs; (v) Settlement Administration Costs; and
15 (vi) PAGA Penalties. The Final Approval Hearing shall not be held earlier than thirty (30) calendar
16 days after the Response Deadline. Class Counsel shall be responsible for drafting all documents
17 necessary to obtain final approval. The Motion for Order Granting Final Approval and Entering
18 Judgment shall include Class Counsel's application for the Class Counsel's Attorneys' Fees and Costs,
19 the Class Representative Service Awards, and the Administrator's expenses. A draft of such motion
20 shall be provided to Counsel for Defendant seven business days prior to its filing with the Court.
21 Plaintiffs agree not to file their motion and/or application without Defendant's review and input. The
22 Settlement Administrator shall maintain on its website a section for this Settlement which includes a
23 copy of the Motion for Preliminary Approval, along with any accompanying exhibits, and the
24 operative Complaint. It shall be updated after Judgment is entered with a copy of the final Judgment.

25 37. Attorneys' Fees and Costs. Defendant shall not object to Class Counsel's request of
26 reasonable Attorneys' Fees of up to \$191,667.00 (1/3 of the Gross Settlement Amount) and their
27 reasonable Attorneys' Costs not expected to exceed \$130,000.00. Class Counsel's application for
28 Attorneys' Fees and Costs award shall be included within the Motion for Order Granting Final

1 Approval of Class Action Settlement, unless the Court instructs otherwise.

2 38. Judgment and Continued Jurisdiction. Concurrent with the Motion for Order Granting
3 Final Approval of the Class Action Settlement, the Parties shall present an Order Granting Final
4 Approval and Entering Judgment to the Court, in a form mutually agreed to by the Parties, for
5 approval. After entry of the Judgment, the Court shall have continuing jurisdiction over the Settlement
6 as required by law, including: (i) the interpretation and enforcement of the terms of the Settlement;
7 (ii) settlement administration matters; and (iii) such post-Judgment matters as may be appropriate
8 under court rules or as set forth in this Settlement.

9 39. Funding of the Settlement. Defendant shall transmit the Gross Settlement Amount to
10 the Administrator together with the amount representing the Employer Taxes (to be communicated by
11 the Administrator to Defendant at least ten (10) business days before transmittal of the Gross
12 Settlement Amount). The Administrator shall deposit the Gross Settlement Amount into a Qualified
13 Settlement Account, from which the Settlement Administrator will have the authority to distribute
14 money in accordance with the terms of this Settlement Agreement. Defendant shall transmit the Gross
15 Settlement Amount and the Employer Taxes, within fifteen (15) business days following the Effective
16 Date of Settlement.

17 40. No Effective Date. If there is no Effective Date: (i) the Settlement Agreement shall
18 have no force and effect and no Party shall be bound by any of its terms; (ii) Defendant shall have no
19 obligation to make any payments required under this Agreement; (iii) the Parties shall evenly distribute
20 and pay any Administration Costs incurred up until the date that the Settlement ceases to exist; and
21 (iv) the Settlement Agreement and all negotiations, statements, proceedings, and data relating thereto
22 shall be protected as privileged settlement communications and shall be without prejudice to the rights
23 of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to
24 the date of execution of the Settlement Agreement. In such event, the Parties shall work cooperatively
25 to request a conference with the Court in which to attempt to resolve any issues that the Court has
26 raised regarding the Agreement so that it can gain the Court's approval, or alternatively, effectuate
27 their intent to resume the Action.

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41. Distribution and Timing of Payments. Within ten (10) calendar days following receipt of the Gross Settlement Amount and the Employer Taxes, the Settlement Administrator shall issue payments to: (i) Participating Class Members, (ii) PAGA Members, (iii) Plaintiffs, (iv) Class Counsel, and (v) the LWDA. However, payments shall not be issued to Class Members whose Notice Packets are returned as undeliverable and for whom no forwarding address can be located. Individual Settlement Payments for such Class Members shall be held by the Settlement Administrator unless claimed by the Class Member and shall be paid to the California State Comptroller's Office, pursuant to unclaimed property laws, in the name of the Participating Class Member and/or Aggrieved Employee if unclaimed by the end of the one hundred eighty (180) calendar day period to cash settlement checks as set forth below. The Settlement Administrator shall also issue a payment to itself for the Court-approved amount for its services.

42. Payments to Participating Class Members. Each individual settlement payment check to Participating Class Members will contain language in substantially the following form: "I understand that by cashing, depositing, or otherwise negotiating this check I will be deemed to have opted into *Norris, et al. v. Schilling Robotics, LLC, et. al.*, Yolo County Superior Court Case No. CV2021-2251, for purposes of the federal Fair Labor Standards Act (FLSA) to the extent required to do so under applicable law for purposes of the court-approved settlement therein and the release of claims." Each such settlement check will also bear a legend directing the payer's bank to only accept the check for payment if: (a) the settlement check is endorsed by the payee; and (b) the settlement and release language, or any part of it, has not been altered or deleted. Any Participating Class Member who signs, deposits, and/or cashes the settlement check shall be deemed an opt-in party plaintiff under the FLSA for purposes of the Settlement.

43. Un-cashed Settlement Checks. Settlement checks shall remain valid for a period of one hundred eighty (180) calendar days after mailing, at which time the checks shall become null and void. Thirty (30) days following the mailing of the Individual Settlement Payment Checks, the Administrator shall mail a postcard to each Participating Class Member and PAGA Member whose check is uncashed to remind them of the void date. Any funds represented by Individual Settlement Payment checks remaining un-cashed for more than 180 calendar days after issuance shall be delivered

1 to the California State Comptroller's Office, pursuant to unclaimed property laws, in the names of the
2 Participating Class Members and Aggrieved Employees who did not cash their checks. Participating
3 Class Members and PAGA Members who fail to cash their checks within the 180-day period shall
4 remain bound by the Settlement as set forth herein.

5 44. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator shall be responsible for issuing to Plaintiffs, Participating Class Members, PAGA
7 Members and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
8 amounts paid pursuant to this Settlement. The Settlement Administrator shall also be responsible for
9 calculating and processing all payroll taxes and penalties for payment to the appropriate government
10 authorities.

11 **TAX TREATMENT OF SETTLEMENT AMOUNTS**

12 45. Tax Treatment of Individual Settlement Payments. The Parties have agreed to allocate
13 the Individual Settlement Payment as follows: for Participating Class Members – 20% to wages for
14 which an IRS W-2 Form shall be issued and 80% to interest and penalties (40% to interest and 40%
15 to penalties) for which IRS 1099 Forms shall be issued. Employee-side payroll taxes and withholding
16 shall be deducted from the wage portion of the payment pursuant to state and federal law. For Class
17 Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual
18 Settlement Payments shall be allocated to penalties for which IRS 1099 Forms shall be issued.

19 46. Class Members' and Plaintiffs' Responsibility for Taxes. Participating Class Members
20 and PAGA Members are responsible to pay appropriate taxes due on the Individual Settlement
21 Payments they receive, and Plaintiffs are responsible for paying the appropriate taxes due on the Class
22 Representative Service Awards. All Individual Settlement Payments shall be deemed paid to such
23 Class Members and PAGA Members solely in the year in which such payments are issued. Counsel
24 does not purport this communication to constitute tax or legal advice. If this Settlement, or any of its
25 attachments, is interpreted to contain or constitute advice regarding any federal or state tax issue, such
26 advice is not intended or written to be used, and cannot be used, by any person to avoid penalties under
27 the federal Internal Revenue Code or any state tax code. The Notice of Class Action Settlement will
28 advise Class Members that they shall be solely responsible for the payment of any taxes and penalties

assessed on their respective Individual Settlement Payments.

47. Class Counsel shall be issued an IRS Form 1099 for any fees and costs awarded by the Court.

RELEASE BY THE CLASS

48. Release by Participating Class Members and PAGA Members. As of the Effective Date, Plaintiffs and all Participating Class Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released Claims that accrued during the Class Period as set forth herein. As of the Effective Date, the state of California, Plaintiffs and all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all PAGA Released Claims that accrued during the PAGA Period as set forth herein.

49. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
3 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
4 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 50. Release by Plaintiffs. As of the Effective Date, Plaintiffs Veronica Garcia and Jamil
9 Johnson (on each of their own behalf and on behalf of their heirs, executors, administrators, and
10 assigns), but not on behalf of other Class Members, knowingly and voluntarily release and forever
11 discharge the Released Parties from any and all claims, known and unknown, asserted and unasserted,
12 that each of them has or may have had against Defendant and any of the Released Parties. Such claims
13 include, but are not limited to: breaches of contract, whether written, oral or implied; violations of
14 any public policy; tort claims, including but not limited to intentional infliction of emotional distress
15 and negligent infliction of emotional distress, defamation, misrepresentation, and fraud; retaliation
16 claims; common law claims; any other claims for damages, costs, fees, or other expenses, including
17 attorneys' fees; and any violations of the following statutes, laws, and regulations: Fair Labor
18 Standards Act, 29 U.S.C. §§ 200, *et seq.*, Title VII of the Civil Rights Act of 1964, as amended; The
19 Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as
20 amended; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination in
21 Employment Act of 1967, as amended; the Older Workers Benefit Protection Act; the Employment
22 Retirement Income Security Act of 1974, as amended; the Occupational Safety and Health Act, as
23 amended; the Sarbanes-Oxley Act of 2002; the Family and Medical Leave Act of 1993, as amended;
24 the Fair Labor Standards Act; the California Fair Employment and Housing Act – Cal. Gov't Code
25 § 12900 *et seq.*; the California Family Rights Act – Cal. Gov't Code § 12945.2 *et seq.*; the California
26 Unruh Civil Rights Act – Civ. Code § 51 *et seq.*; the California Whistleblower Protection Law – Cal.
27 Lab. Code § 1102.5; the California Occupational Safety and Health Act, as amended – Cal. Lab. Code
28 § 6300 *et seq.*, and any applicable regulations thereunder; the California Business and Professions,

Civil, Government and Labor Code; the Labor Code Private Attorneys General Act of 2004 – Cal. Lab. Code § 2698 *et seq.*; and any other federal, state, or local civil employment law, statute, regulation, or ordinance capable of being released by them, excluding any claims that cannot be released as a matter of law. To the extent the foregoing release is a release to which California Civil Code section 1542 or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon them by the provisions of California Civil Code section 1542 or similar provisions of applicable law which are as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of California Civil Code section 1542, and to implement a full and complete release and discharge, Plaintiffs Veronica Garcia and Jamil Johnson each expressly acknowledge this Settlement is intended to include in its effect, without limitation, all known and unknown claims, including any claims each of them does not know or suspect to exist in his or her favor against the Released Parties at the time of signing this Settlement, and that this Settlement contemplates the extinguishment of any such claim or claims. Plaintiffs each acknowledge that they may later discover facts different from or in addition to those they now know or believe to be true regarding the matters released or described in this Settlement, and nonetheless agree that the releases and agreements contained in this Settlement shall remain fully effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiffs assume any and all risks of any mistake in connection with the true facts involved in the matters, disputes, or controversies described in this Settlement or with regard to any facts now unknown to each of them relating to such matters.

51. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

1 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
2 of action or right herein released and discharged.

3 **ADDITIONAL TERMS**

4 52. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
5 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
6 Any Exhibits to this Settlement are an integral part of the Settlement.

7 53. No Publicity. Plaintiffs and Class Counsel agree not to publicize the settlement,
8 including in communications with the press; however, nothing in this Agreement shall prevent
9 Plaintiffs and Class Counsel from engaging in direct communications with Class Members or PAGA
10 Members about the settlement, and nothing in this Agreement shall prevent Class Counsel from
11 identifying the Settlement on their website, so long as Class Counsel does not mention Defendant by
12 name and instead refers to it only as a manufacturing company. Class Counsel is further permitted to
13 discuss the Settlement, including Defendant's name, the case number, etc. in future Court declarations
14 and in such communications as are reasonably necessary for purposes of meeting their responsibilities
15 as class representatives and Class Counsel.

16 54. Entire Agreement. This Settlement and attached Exhibit constitute the entirety of the
17 Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be
18 deemed binding on the Parties. The Parties expressly recognize California Civil Code section 1625
19 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to
20 be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
21 the Parties agree that no such extrinsic oral or written representations or terms shall modify, vary or
22 contradict the terms of this Settlement.

23 55. Amendment or Modification. No amendment, change, or modification to this
24 Settlement shall be valid unless in writing and signed, either by the Parties or their counsel.

25 56. Authorization to Enter Into Settlement. Counsel for all Parties warrant and represent
26 they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to
27 take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement
28 to effectuate its terms and to execute any other documents required to effectuate the terms of this

1 Settlement. The Parties and their counsel shall cooperate with each other and use their best efforts to
2 effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form
3 or content of any document needed to implement the Settlement, or on any supplemental provisions
4 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
5 assistance of the Court to resolve such disagreement.

6 57. Binding on Successors and Assigns. This Settlement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 58. California Law Governs. All terms of this Settlement and Exhibits hereto shall be
9 governed by and interpreted according to the laws of the State of California.

10 59. Execution and Counterparts. This Settlement is subject only to the execution of all
11 Parties. However, the Settlement may be executed in one or more counterparts and by DocuSign. All
12 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
13 shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange
14 among themselves original signed counterparts.

15 60. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement is a fair, adequate and reasonable settlement of the Action and have arrived at this
17 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
18 account all relevant factors, present and potential. The Parties further acknowledge that they are each
19 represented by competent counsel and that they have had an opportunity to consult with their counsel
20 regarding the fairness and reasonableness of this Settlement.

21 61. Acknowledgement of Future Legislation. Each Party recognizes that legislation could
22 affect the outcome of the Action. The Parties, nevertheless, enter into this settlement to avoid risk of
23 loss and to avoid uncertainty with the interpretation, nature, and applicability of future legislation.

24 62. Invalidity of Any Provision. Before declaring any provision of this Settlement invalid,
25 the Court shall first attempt to construe the provision as valid to the fullest extent possible consistent
26 with applicable precedents so as to define all provisions of this Settlement valid and enforceable.

27 63. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
28 certification for purposes of this Settlement only; except, however, that either party may appeal any

1 court order that materially alters the Settlement terms.

2 64. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
3 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
4 In entering into this Settlement, Defendant and the Released Parties do not admit, and specifically
5 deny, that Defendant or any Released Parties violated any federal, state, or local law; violated any
6 regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations
7 or legal requirements; breached any contract; violated or breached any duty; engaged in any
8 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
9 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the negotiations
10 connected with it, shall be construed as an admission or concession by Defendant (or any Released
11 Parties) of any such violations or failures to comply with any applicable law. Except as necessary in
12 a proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions shall
13 not be offered or received as evidence in any action or proceeding to establish any liability or
14 admission on the part of Defendant (or any Released Parties) or to establish the existence of any
15 condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable
16 law.

17 65. Waiver. No waiver of any condition or covenant contained in this Settlement or failure
18 to exercise a right or remedy by any of the Parties hereto shall be considered to imply or constitute a
19 further waiver by such Party of the same or any other condition, covenant, right or remedy.

20 66. Enforcement Actions. In the event that one or more of the Parties institutes any legal
21 action or other proceeding against any other Party to enforce the provisions of this Settlement or to
22 declare rights and/or obligations under this Settlement, the successful Party Parties shall be entitled to
23 recover from the unsuccessful Party reasonable attorneys' fees and costs, including reasonable expert
24 witness fees incurred in connection with any enforcement actions.

25 67. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against
27 one party than another merely by virtue of the fact that it may have been prepared by counsel for one
28 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,

1 all Parties have contributed to the preparation of this Settlement.

2 68. Representation By Counsel. The Parties acknowledge that they have been represented
3 by counsel throughout all negotiations that preceded the execution of this Settlement, and that this
4 Settlement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class
5 Counsel warrant and represent that there are no liens on the Settlement. Class Counsel also represents
6 that there are no attorneys who have or could have any liens with respect to any aspect of this
7 Settlement, or any funds received by Veronica Garcia or Jamil Johnson.

8 69. All Terms Subject to Final Court Approval. All amounts and procedures described in
9 this Settlement herein shall be subject to final Court approval.

10 70. Cooperation and Execution of Necessary Documents. All Parties shall cooperate in
11 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
12 Settlement.

13 71. Binding Agreement. The Parties warrant that they understand and have full authority
14 to enter into this Settlement, and further intend that this Settlement shall be fully enforceable and
15 binding on all parties and agree that it shall be admissible and subject to disclosure in any proceeding
16 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
17 apply under federal or state law.

18 72. Notices. Unless otherwise specifically provided, all notices, demands or other
19 communications given shall be in writing and shall be deemed to have been duly given by the third
20 business day after mailing by United States registered or certified mail, return receipt requested,
21 addressed as follows:

22 **To Plaintiffs and the Class:**

23 Kane Moon
24 H. Scott Levant
25 Mariam Ghazaryan
26 Sandy Pham
27 Moon Law Group, PC
28 725 S. Figueroa St., Suite 3100
Los Angeles, CA 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Emails: kmoon@moonlawgroup.com
hsleviant@moonlawgroup.com
mghazaryan@moonlawgroup.com
spham@moonlawgroup.com

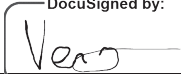
To Defendant:

David J. Dow
Kara Adelle Ritter Cole
Littler Mendelson, P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
Emails: ddow@littler.com
kcole@littler.com

AGREED.

Dated: 9/14/2024

PLAINTIFF VERONICA GARCIA

DocuSigned by:

6B72B9B70EC24C8...
Veronica Garcia

Dated: 9/16/2024

PLAINTIFF JAMIL JOHNSON

DocuSigned by:

4E549582DF7E400...
Jamil Johnson

Dated: 09/24/2024

DEFENDANT SCHILLING ROBOTICS, LLC

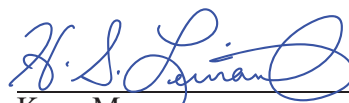

By: _____
NAME: Stevan Verkin
TITLE: Manager

1 **APPROVED AS TO FORM:**

2

3 Dated: September 16, 2024

4



Kane Moon
H. Scott Leviant
Mariam Ghazaryan
Sandy Pham
Moon Law Group, PC
Attorneys for Plaintiffs JAMIL JOHNSON and
VERONICA GARCIA, individually, and on
behalf of all others similarly situated

5

6

7

8

9

10 Dated: October 1, 2024

11



12 David J. Dow
Kara Adelle Ritter Cole
Littler Mendelson, P.C.
Attorneys for Defendant SCHILLING
ROBOTICS, LLC

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Exhibit “A”

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

YOLO COUNTY SUPERIOR COURT

Norris, et al. v. Schilling Robotics, LLC, et al., Yolo County Superior Court
Case No. CV2021-2251

TO: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individuals employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the Class Period of December 29, 2017 to August 27, 2024 (hereinafter the "Class" or "Class Member(s)").

*THIS NOTICE CONTAINS IMPORTANT LEGAL INFORMATION THAT MAY AFFECT YOU
YOU ARE NOT BEING SUED*

The Yolo County Superior Court authorized this notice. This is not a solicitation from a lawyer.

- This notice contains important information about your legal rights as part of a class action settlement. Please read it fully and carefully.
- Veronica Garcia and Jamil Johnson ("Plaintiffs") have sued Schilling Robotics, LLC ("Defendant"). Plaintiff Garcia was employed directly by Defendant, and Plaintiff Johnson was employed by EQ Talent Solutions, LLC and assigned to work at one of Defendant's locations. This case is pending in the Yolo County Superior Court (Case No. CV2021-2251). Plaintiffs and Defendant are referred to herein collectively as the "Parties."
- Plaintiffs' claims against Defendant are brought on their own behalf and on behalf of individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individual employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the period of December 29, 2017 to August 27, 2024 (the "Class Period").
- Plaintiffs have asserted a variety of claims, described in more detail below, against Defendant that pertain to payment of wages and hours of work.
- Defendant contends that its policies and practices have complied with the law at all times.
- The Court has not decided whether Defendant did anything wrong.
- Plaintiffs and Defendant also disagree as to the amounts of money or other types of relief that should be awarded to the Class in the event that Plaintiffs prevail at trial.
- The Parties agree that there are significant risks on both sides of the case.
- The Parties agree that continued litigation would be expensive and would result in significant expenses in terms of attorneys' fees and costs, without necessarily benefitting the Class.

QUESTIONS? CALL

- To avoid the risks of litigation and to provide an immediate benefit to the Settlement Class, the Parties have agreed to settle the case (the “Settlement”).
- Under the Settlement, Defendant will pay a total of \$575,000.00, to be apportioned and paid among identified members of the Settlement Class, after deductions for Court-approved payment of settlement administration costs, penalties pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), payment of Service Awards to Plaintiffs, litigation costs, attorneys’ fees, and subject to withholdings for employee taxes, deductions and contributions.

YOUR OPTIONS	
Do Nothing	You will receive a proportionate share of the Settlement if final approval is granted and will give up any right to bring any claims in the future that are part of the Settlement.
Opt Out of the Settlement	If you opt yourself out of the Settlement, you will not receive payment for the non-PAGA portion of the Settlement. You will still receive payment for the PAGA portion of the Settlement. You will retain the right to assert claims that are included in the Settlement, except for PAGA claims. By doing so, you will bear the risk that you may lose those claims. To opt out, you must timely write to the Settlement Administrator and follow the procedures described below.
Object to the Settlement	If you disagree with any aspect of the non-PAGA portion of the Settlement, you may assert your objections by timely writing to the Settlement Administrator, filing with the Court your objection according to the procedures described below and/or appearing at the Final Approval Hearing and stating your objections to the Court. If you opt out, you may not object. If you object, you will still be bound by the Settlement if it is approved by the Court.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will be made only if the Court grants final approval of the Settlement and after appeals (if any) are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package and why should I read this Notice?

The records of Defendant indicate that you are a member of the Class. If the Court approves the Settlement and you do not opt out, you will receive a payment and your legal rights may be affected. Thus, you have a right to information about the Settlement and your legal rights. That is the intent of this notice.

2. What is this lawsuit about?

Plaintiffs have asserted the following claims against Defendant on behalf of the Class: (1) the alleged failure to pay for all hours worked, (2) the alleged failure to pay minimum wages, (3) the alleged failure to correctly pay overtime wages, (4) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (5) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (6) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (7) the alleged failure to provide complete and accurate wage statements, (8) the alleged failure to timely pay wages during employment, (9) the alleged failure timely pay all wages owed to employees who quit or are terminated, (10) the alleged failure to reimburse for business expenses, (11) the alleged failure to maintain accurate time and payroll records, (12) unfair business practices, and (13) penalties pursuant to the Private Attorneys General Act (“PAGA”), based on the foregoing claims. These claims are referred to herein as the “Claims.”

Defendant denies that the Claims are valid, denies that the Court should permit Plaintiffs to bring the Claims on behalf of the Class, and contends that it complied with the law at all times.

3. What is a class action?

In a class action, one or more people called the Named Plaintiffs sue on behalf of people who they allege have similar claims.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendant on the Claims being settled. Plaintiffs thinks they could win a significant amount of wages, penalties, and interest on behalf of the Class if they were to obtain class certification and win at trial. On the other hand, Defendant denies all liability and believes that Plaintiffs would not have won anything in the case. Both sides have agreed to the Settlement for the claims discussed below. That way, the risks and costs of trial, for both sides, are eliminated, and the Class can be provided with an immediate benefit. Plaintiffs, Defendant, and their attorneys all believe that this Settlement is best for the Class and the Parties.

The Court has given its preliminary approval to this settlement as fair and reasonable to the Class and has appointed Plaintiffs to act as the Class Representatives, and for their attorneys to act as attorneys for the Class with regard to the Settlement (the “Class Counsel”). The Court has determined that these are adequate representatives for the Class.

5. How do I know if I am part of the settlement?

Everyone who fits the description below is a Class Member:

All individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individual employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC’s California locations, at any time during the Class Period of December 29, 2017 to August 27, 2024.

6. Are there exceptions to being included?

Yes. If you are a Class Member, you may opt out as stated in Section 13 below. If you do not opt out, you are a Class Member who will receive part of the Settlement if approved.

7. I’m still not sure if I am included.

If you are still not sure whether you are included, you can call the Settlement Administrator at [Number] or write to the Settlement Administrator at [address]. This is the Settlement Administrator’s mailing address for all written communications described herein. You also may contact Class Counsel identified below for more information.

8. How much money is the Settlement for and how is it allocated?

Defendant has agreed to pay a total of \$575,000.00 to settle all Claims in this lawsuit. Class Members will be paid out of the Net Distribution Fund, which is the \$575,000.00 total settlement amount minus the following payments: (1) fees to the Settlement Administrator (estimated at \$9,000.00) for the costs of administering the Settlement; (2) the costs of litigation as approved by the Court in an amount not to exceed \$130,000.00; (3) PAGA penalties of \$30,000.00, including a payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA penalties; (4) a service award to Plaintiffs not to exceed \$7,500.00 each for serving as the Class Representatives and assisting in prosecuting the case; (5) attorneys’ fees up to the amount approved by the Court, not to exceed one-third (\$191,667.00) of the total settlement amount.

The Net Distribution Fund will be allocated to Class Members based on their number of Workweeks worked during the Class Period. Any portion of the fees for settlement administration, litigation costs, attorneys’ fees, service award and/or PAGA penalties not approved by the Court shall be added to the Net Distribution Fund for distribution to Class Members who do not opt out of the Settlement (“Participating Class Members”).

Of the PAGA penalties, \$7,500.00 will be paid to PAGA Members, defined as: All individuals employed by Schilling Robotics, LLC in non-exempt positions in California and all individual employed by EQ Talent Solutions, LLC who were assigned to work at Schilling Robotics, LLC's California locations, at any time during the period of December 23, 2020 to August 27, 2024.

9. How much will my payment be and what is the information used to calculate my share?

Based on Defendant's records, your workweeks worked are as follows:

Class Period: [redacted] workweeks
PAGA Period: [redacted] pay periods

Based upon the calculations described above, it is currently estimated that your share of the Net Distribution Fund and PAGA penalties will be:

Class Claims: \$ [redacted] PAGA Penalties: \$ [redacted]

Your total Individual Settlement Payment is estimated to be \$ [redacted]. This amount could change, depending on how many Class Members opt-out of the Settlement and/or rulings of the Court.

Of your Individual Settlement Payment 80% will be reported as "1099" miscellaneous income by the Settlement Administrator to federal and state tax authorities. 20% will be reported as "W-2" income subject to withholdings, deductions and contributions in relation to wage payments. The withholding rate for the W-2 income may not be the same as you have used but is a customary one used in class action settlements. For Class Members who opt-out of the non-PAGA portion of the Settlement, the entirety of the Individual Settlement Payments shall be allocated to penalties for which an IRS 1099 Form shall be issued. You are responsible for all employee tax liability in relation to payments to you under the Settlement. This Notice is not tax advice. Do not ask Class Counsel, or Defendant or its counsel for tax advice, as they will not provide it. They are not responsible for the tax advice. You should consult your own tax advisor.

If you disagree with the workweek or pay period calculations above, you must notify the Settlement Administrator by writing to them at the address in paragraph 7. You must sign your notification, and include your full name, address, telephone number, last four digits of your social security number, the reason(s) that you dispute the information, and all supporting documentation. Your notification must be postmarked no later than [60 days from mailing]. The Settlement Administrator will make a final decision.

10. How can I get a payment?

You do not need to do anything to receive a settlement payment from the Net Distribution Fund and for PAGA penalties. However, it is important that you immediately notify the Settlement Administrator if your mailing address is different from the address to which this Notice was sent.

11. When will I receive a payment?

Payments will be distributed pursuant to a schedule established by the Settlement and by the Court. Presently, the expected date of payment is estimated to be [REDACTED]. This could change depending on factors influencing the Settlement Administrator's tasks, any objections to the Settlement, any appeals, and/or actions by the Court.

12. What am I giving up to get a payment?

Upon entry of final judgment, each member of the Class (except those who properly opt out) on behalf of each of them and each of their heirs, executors, administrators, and assigns, will release Schilling Robotics, LLC and its past, present, and future parents, subsidiaries, sister companies, members and divisions, including but not limited to FMC Technologies, Inc., as well as staffing agencies utilized during the Class Period, specifically EQ Talent Solutions, LLC, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable (the "Released Parties") from any and all claims, debts, rights, demands, obligations or liabilities of every nature and description, for damages, premiums, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising during the period of December 29, 2017, to August 27, 2024, and alleged in the operative Complaint, or which could have been alleged based on the facts pled in the operative Complaint, including without limitation claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) claims for interest and any other claims and penalties premised on the aforementioned allegations. This release of claims includes all types of relief available for the above-referenced claims, including any claims for damages, restitution, losses, premiums, penalties, fines, lines, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages, whether under federal law, California law or any state or local law or common law, including, without limitations, as violations of the California Labor Code, the Wage Orders, applicable regulations, and any and all claims under the Fair Labor Standards Act.

PAGA Members further release the Released Parties from any and all PAGA claims against the Released Parties arising during the period of December 23, 2020, to August 27, 2024, and alleged in Plaintiffs' letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiff Jordon Norris, Jamil Johnson, or Veronica Garcia, or which could have been alleged based on the facts pled in Plaintiffs' letters or amended letters to the LWDA,

including without limitation PAGA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) any other PAGA claims premised on the aforementioned allegations.

13. How do I opt out of the settlement?

To exclude yourself from the Settlement, you must send a signed letter by mail to the Class Administrator stating words to the effect: “I wish to be excluded from the Class.” You must also include your name, mailing address, telephone number, and the last four digits of your social security number. Your exclusion request must be postmarked no later than [60 days from mailing] and sent to the Settlement Administrator at the address in paragraph ____.

If you exclude yourself, you will not receive any money from the Net Distribution Fund for the non-PAGA portion of the Settlement. You cannot object to the Settlement, and you will not be legally bound by the non-PAGA portion of the Settlement. Class Members do not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded from the Settlement, and you are a PAGA Member, you will continue to receive your PAGA portion of the Settlement and be bound by the released of PAGA claims described above.

14. If I don’t exclude myself, can I sue the Released Parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit for the same non-PAGA claims that are being settled against the Released Parties, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit if it involves the same non-PAGA claims.

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

If you exclude yourself, you will not receive any money from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the non-PAGA portions of the Settlement if approved. Class Members do not have the right to opt-out from the PAGA portion of the Settlement. If you ask to be excluded for the Settlement, and you are a PAGA Member, you will continue to receive your portion of the PAGA penalties and will be bound by the PAGA portions of the Settlement.

16. Who is my lawyer if I am included in the Class?

The Court has appointed as Class Counsel the following attorneys: Kane Moon, H. Scott Leviant, Mariam Ghazaryan and Sandy Pham of Moon Law Group, PC, 725 South Figueroa St., 31st Floor, Los Angeles, CA, 90017, (213) 232-3128, kmoon@moonlawgroup.com, hsleviant@moonlawgroup.com, mghazaryan@moonlawgroup.com, spham@moonlawgroup.com. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. If you have questions about this Settlement, you may contact Class Counsel.

17. How do I object to the Settlement going forward?

If you do not like the Settlement, you may file an objection and provide reasons why the Court should not approve the Settlement. You can't ask the Court to order a different settlement because the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

To object in writing to the non-PAGA portion of the Settlement, a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on or before the **Response Deadline**. Any written objection to the proposed settlement must be signed. You may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers should include: (i) the objector's full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; and (iii) copies of any papers, briefs, or other documents upon which the objection is based. You may also object to the Settlement in-person at the Final Approval Hearing even if you do not submit a written objection.

The Parties will file all Notices of Objection with the Court in advance of the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections and shall be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees and costs, the service payments to Plaintiffs, and any and all other aspects of the Settlement. Likewise, even if you file an objection, you will be bound by the terms of the Settlement, including applicable releases as set forth above, unless the Settlement is not finally approved by the Court.

18. What Is the difference between objecting and opting out?

Objecting is simply saying that you do not like something about the non-PAGA portion of the Settlement and do not want it approved. Opting out is saying that you do not want to be part of the Class and do not want to participate in the Settlement. If you opt out, you have no basis to object because the non-PAGA portions of the case no longer affects you.

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

The Court will hold a Final Approval Hearing at [REDACTED] on [REDACTED], [insert court information]. At this hearing, the Court will make a final decision as to whether the Settlement is fair, reasonable, and adequate. If you or other Class Members object to the Settlement, the Court will consider the objections. The Judge will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to grant final approval to the Settlement.

The Final Approval Hearing may be continued without further notice to Class Members. You are advised to check the settlement website at [INSERT LINK TO WEBSITE PROVIDED BY ADMINISTRATOR] to confirm that the date has not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions the Judge may have. You are welcome to come at your own expense. If you properly submit a written objection, you don't have to come to Court to talk about it. As long as you properly submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. You cannot appear and speak at the hearing if you opt out.

22. What happens if I do nothing at all?

If you do nothing, or fail to act timely, you will receive your share of the Net Settlement Fund and PAGA penalties, but you will be barred from pursuing the released claims described in paragraph 12.

23. No retaliation from Defendant if you are included in the Class or opt out to be excluded from Class

California law makes it unlawful to retaliate against an employee for participating in a lawsuit like this one.

24. Are there more details about the settlement?

This Notice is intended as a summary and does not fully describe this action, the claims, the defenses, or the proposed Settlement, which is subject to the terms and conditions of the Settlement Agreement filed with the Court and as preliminarily approved by the Court. For further

information, you may call or contact the Settlement Administrator (see paragraph 7 for contact information) or Class Counsel (see paragraph 15 for contact information).

The Settlement Administrator also maintains a website at which some important documents in this case are available. The link to the website is [insert].

You may also obtain more information by accessing the Court docket in this case through the Yolo County Superior Court website or by visiting the Clerk's Office at 1000 Main Street, Woodland, CA 95695, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE OR DEFENDANT OR THEIR COUNSEL WITH INQUIRIES.

Date: _____

This Notice has been approved by the Judge of the Yolo County Superior Court responsible for overseeing and deciding this case.