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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MICHELLE RYAN aka MICHELLE DE LA TORRE, individually, and on behalf of other similarly situated employees, Plaintiff, v. GREENHOUSE SOFTWARE, INC.; and DOES 1 through 10, inclusive, Defendants.	Case No. CGC-25-627487 [Assigned to the Hon. Jeffrey S. Ross, Department 613] **CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE** Complaint Filed: July 22, 2025 Trial Date: Not Set Yet

This Class and Representative Action Settlement Agreement and Release (the "Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff Michelle Ryan aka Michelle De La Torre ("Plaintiff"), as an individual and on behalf of all others alleged to be similarly situated and the State of California, on the one hand, and Defendant Greenhouse Software, Inc. ("Defendant") on the other hand (Plaintiff and Defendant each a "Party" and collectively the

"Parties"). Except as otherwise specified, defined terms shall have the meanings set forth in the Recitals and Section 1 of this Agreement.

RECITALS

A. Plaintiff initiated the above-captioned lawsuit by filing a Class Action Complaint against Defendant on or about July 22, 2025, in the Superior Court for the County of San Francisco ("Court"), Case No. CGC-25-627487 (the "Action"). On or around September 24, 2025, Plaintiff filed the operative First Amended Class Action Complaint (the "First Amended Complaint") asserting the following causes of action against Defendant: (1) failure to pay minimum wages under the California Labor Code; (2) failure to pay overtime under the California Labor Code; (3) failure to provide meal breaks under the California Labor Code; (4) failure to provide rest breaks under the California Labor Code; (5) failure to indemnify necessary business expenses under the California Labor Code; (6) failure to timely pay final wages upon separation under the California Labor Code; (7) failure to provide accurate wage statements under the California Labor Code; (8) unfair business practices under California Business and Professions Code section 17200, *et seq*. ("UCL"); and (9) violation of the California Private Attorneys General Act of 2004 ("PAGA"), California Labor Code section 2698, *et seq.* Plaintiff's First Amended Complaint alleges these claims on behalf of an alleged Class (capitalized terms defined below) and PAGA Group consisting of "all current and former non-exempt employees who worked for Defendant in California at any time" during the Class Period and PAGA Period, respectively.

B. Plaintiff and Defendant engaged in informal discovery, including the exchange of documents and data regarding Plaintiff's employment, Class and PAGA Group data, and a sampling of wage statements and timesheets for, and policies applicable to, Class Members during the relevant period.

C. On July 30, 2026, the Parties participated in an all-day remote mediation before Deborah Saxe, a JAMS mediator with experience litigating and mediating employment wage-and-hour class actions. After a full day of mediation, the Parties accepted a mediator's proposal agreeing to the material terms of this Agreement, which were documented in a Memorandum of Understanding of Class and PAGA Settlement executed on July 30, 2026. On August 7, 2026,

pursuant to the Court's Order After June 9, 2026 Case Management Conference, the Parties filed a Joint Case Management Conference Statement notifying the Court that the Parties have reached a settlement-in-principle of the Action following mediation.

D. Defendant contends that it has acted properly and lawfully at all times and denies any wrongdoing, including any of the wrongful acts or violations of law or duty alleged in the First Amended Complaint or the Action. Defendant also denies that Plaintiff or any of the Class Members are entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or any relief whatsoever (at law or at equity). Defendant is prepared to vigorously litigate this matter and is entering into this Settlement Agreement solely to avoid the substantial expense and burdens of litigation and business interruptions that it creates. Defendant has concluded that it is beneficial to fully and finally settle and terminate the Action in the manner and upon the terms and conditions set forth in this Agreement.

E. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless, Plaintiff and Class Counsel recognize and acknowledge the expense and length of continued prosecution of the Action against Defendant through trial and any subsequent appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex actions, Defendant's defenses, as well as the difficulties and delays inherent in such litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the best interests of the Class to settle the claims alleged in the First Amended Complaint and the Action pursuant to the terms and provisions of this Settlement Agreement.

F. The Gross Settlement Amount was negotiated and agreed-upon by the Parties. The Gross Settlement Amount is the maximum amount to be paid by Defendant as a result of this Settlement (subject to Section 2.6). The value of the Gross Settlement Amount was expressly negotiated to account for and cover the payment of the Representative Service Payment, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to Class Counsel, the LWDA Payment, and, as described in Sections 7.1 and 7.2, all payments to Settlement Class Members and PAGA Group Members. In no event shall Defendant be required to pay more

than the Gross Settlement Amount. Defendant will separately pay any applicable employer-side payroll taxes related to the Wage Portions (as defined in Section 7.1) of the Individual Class Payments.

G. This Agreement is made and entered into by and between Plaintiff, individually and on behalf of all others alleged to be similarly situated, on the one hand, and Defendant, on the other hand, and is subject to the terms and conditions herein and the Court's approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed complex claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Agreement's provisions, and all related drafts, communications and discussions, cannot be construed as, or deemed to, be evidence of an admission or concession of any point of fact or law by any person or entity and cannot be offered or received into evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. If for any reason the Agreement is not approved by the Court, it will be of no force or effect.

AGREEMENT

1. DEFINITIONS

The following defines terms that are not defined above. Some definitions use terms that are defined later in this Section:

1.1 "Class" shall refer to the following group of individuals: "All current and former non-exempt employees who worked for Defendant in California at any time between July 22, 2021, and December 31, 2026." "Class Member(s)" refers to a member(s) of the Class.

1.2 "Class Counsel" means Kane Moon, Allen Feghali, and S. Phillip Song of Moon Law Group, PC.

1.3 "Class Counsel Award" means the amount that may be awarded by the Court pursuant to this Agreement to Class Counsel for reasonable attorneys' fees and reimbursement of litigation costs and expenses incurred in connection with the litigation and resolution of this Action, including, but not limited to, costs associated with documenting the Agreement, securing the Court's approval of the Agreement, administering the Agreement, and expenses for any experts or

consultants. The Class Counsel Award shall be paid from, and not in addition to, the Gross Settlement Amount.

1.4 "Class List" means a list of the Class Members and PAGA Group Members formatted in Microsoft Office Excel and shall include each Class/PAGA Group Member's: full name; mailing address and telephone number last known to Defendant; Social Security number; number of Workweeks worked by the Class Member for Defendant during the Class Period; and number of Pay Periods worked by each PAGA Group Member during the PAGA Period. The Settlement Administrator will treat the Class List as confidential, and the Class List shall not be used for any purpose other than as set forth herein. The Settlement Administrator shall not disclose the Class List to Class Counsel or any other person or entity.

1.5 "Class Period" refers to the period of time from July 22, 2021, through December 31, 2026.

1.6 "PAGA Period" refers to the period of time from July 19, 2024, through December 31, 2026.

1.7 "Class Settlement" means the settlement and resolution of the Released Class Claims as set forth in Sections 1.29 and 2.8.

1.8 "Complaint" means both the Complaint filed by Plaintiff on or around July 22, 2025, and the First Amended Complaint filed by Plaintiff on or around September 24, 2025.

1.9 "Defendant's Counsel" shall mean Summer J. Wynn and Donna C. Saadati-Soto of Cooley LLP.

1.10 "Effective Date" means two (2) court days after: (a) sixty-one (61) calendar days after the entry of the Court's Order granting final approval of the Settlement if no timely motions for reconsideration, no appeals, or no other efforts to obtain review are filed; or (b) if an appeal, motion for reconsideration, or other effort to obtain review is filed, sixty-one (61) calendar days after such appeal or other reconsideration or review has been finally concluded in favor of the Order granting final approval of the Settlement and the Order granting final approval of the Settlement is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise, and full funding of the Gross Settlement Amount.

1.11 "Representative Service Payment" means the amount to be awarded by the Court pursuant to this Agreement to be paid to Plaintiff in recognition of her role in the Action. The Representative Service Payment shall be reported on an IRS Form 1099.

1.12 "Fairness Hearing" means the hearing at which the Court decides whether to enter the Final Approval Order and Judgment.

1.13 "Final Approval Order and Judgment" means an order finally approving the Settlement as being fair, reasonable and adequate and conditionally certifying the Class for settlement purposes only. The proposed Final Approval Order and Judgment submitted to the Court for its approval shall be substantially similar to the form attached to this Settlement Agreement as **Exhibit C.**

1.14 "Gross Settlement Amount" means a non-reversionary common fund in the amount of two hundred twenty thousand dollars and no cents ($220,000.00) (subject to Section 2.6), which includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the PAGA Penalty Amount, all settlement payments to Settlement Class Members, and the Representative Service Payment. In no circumstance shall Defendant be liable for any other or additional amounts. Defendant will separately pay any applicable employer-side payroll taxes related to the Wage Portions (as defined in Section 7.1) of the Individual Class Payments.

1.15 "Individual Class Payment(s)" means the amount(s) paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

1.16 "Individual PAGA Payment(s)" means the amount(s) paid in settlement hereunder to each PAGA Group Member as determined by the terms set forth in in Section 7.2.

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

1.18 "LWDA Payment" means sixty-five percent (65%) of the PAGA Penalty Amount, or fourteen thousand three hundred dollars and no cents ($14,300.00), to be paid to the LWDA.

1.19 "Net Settlement Fund" means the Gross Settlement Amount less the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the Representative Service Payment, the LWDA Payment, and the PAGA Group Amount. To the extent the Court does not approve the full requested Class Counsel Award to Class Counsel, the Representative Service Payment, or

Settlement Administration Costs, the Net Settlement Fund will increase. Individual Class Payments will be paid out of the Net Settlement Fund.

1.20 "Notice" or "Class Notice" means the notice of the proposed Settlement terms, which shall first be approved by Class Counsel and Defendant's Counsel, and then submitted to the Court for approval. The Notice is to be provided to Class Members by the Settlement Administrator. The Class Notice will be substantially similar to the draft form attached as **Exhibit B** and contain: (a) information regarding the nature of the Action; (b) a summary of the terms of the Agreement; (c) the definition of the Class; (d) the formula for calculating the Net Settlement Fund (including the amounts sought for the Class Counsel Award, Representative Service Payment, Settlement Administration Costs, and the LWDA Payment); (e) the individual Class Member's estimated number of Workweeks worked for Defendant during the Class Period and Individual Class Payment; (f) the dates which comprise the Class Period; (g) the individual PAGA Group Member's estimated number of Pay Periods worked for Defendant during the PAGA Period and Individual PAGA Payment; (h) dates which comprise the PAGA Period; (i) instructions on how to submit a Workweek Dispute, Request for Exclusion, or Objection; and (j) the deadlines by which Workweek Disputes, Requests for Exclusion, or Objections to the Agreement must be submitted to the Settlement Administrator.

1.21 "Objection" means a Class Member's valid and timely written objection to the Settlement Agreement, which may be made either in writing or by appearing personally or through a representative at the Fairness Hearing and stating an objection to the Court. For the Objection to be valid, it must: (a) state the case name and number of the Action; (b) contain the Class Member's name, current mailing address, most current telephone number, and last four digits of their Social Security number; (c) state the basis for the objection; (d) be signed by the Class Member; (e) be submitted to the Settlement Administrator at the address specified in the Class Notice; and (f) be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline. If a Class Member intends to appear at the Fairness Hearing, they are encouraged to file a notice of intention to appear with the Court and provide a copy of the notice of intention to appear and any written Objection to counsel

for both Parties. However, neither a written Objection nor a notice of intention to appear is required for a Settlement Class Member, or their representative, to appear at the Fairness Hearing and present an Objection to the Court.

1.22 "PAGA Group" shall mean all Class Members and thus refer to the following group of individuals: "all current and former non-exempt employees who worked for Defendant in California at any time between July 19, 2024, and December 31, 2026." "PAGA Group Member(s)" refers to a member(s) of the PAGA Group.

1.23 "PAGA Group Amount" means thirty-five percent (35%) of the PAGA Penalty Amount, or seven thousand seven hundred dollars and no cents ($7,700.00), to be distributed and paid to the PAGA Group by the Settlement Administrator pursuant to Sections 7.2 and 7.3.

1.24 "PAGA Letter" means the letter Plaintiff submitted to the LWDA on or around July 19, 2025 giving notice of her intention to pursue claims pursuant to PAGA on behalf of the PAGA Group;

1.25 "PAGA Penalty Amount" means twenty-two thousand dollars and no cents ($22,000.00) to be paid to settle any and all claims for which penalties under PAGA may be sought or are otherwise available, as set forth in Sections 2.5 and 1.30 of this Agreement.

1.26 "Pay Period" is a pay period during which a PAGA Group Member worked at least one day for Defendant.

1.27 "Preliminary Approval Order" means the Court order granting preliminary approval of the Settlement Agreement. The proposed Preliminary Approval Order submitted to the Court for its approval shall be substantially similar to the form attached to this Settlement Agreement as **Exhibit A**.

1.28 "QSF" means the "Qualified Settlement Fund" which is an interest-bearing account designated and controlled by the Settlement Administrator as described in Section 2.1.

1.29 "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and/or the First Amended Complaint including without limitation: (a) any and all claims involving any alleged failure by Defendant to (i) pay wages owed (including overtime wages and any failure to accurately include or calculate

overtime wages, minimum wages, statutory sick pay, vacation, bonuses, commissions or other incentive pay); (ii) timely pay wages during employment or at the time of termination; (iii) provide meal periods or pay meal period premiums in lieu thereof; (iv) permit and/or provide rest periods or pay rest period premium payments in lieu thereof; (v) accurately record or pay sick leave; (vi) provide accurate wage statements; (vii) reimburse business expenses; (viii) keep accurate records; and/or (ix) comply with all similar and related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and/or federal law; and (b) any and all claims alleging violations of (i) the California Business and Professions Codes sections 17200 *et seq*., (ii) the California Business and Professions Codes section 16600, *et. seq*., and (iii) any other claims that reasonably could have been alleged based on the facts stated in the Complaint and/or the First Amended Complaint, including any and all claims for wages, expenses, penalties, interest, attorneys' fees, declaratory or injunctive relief, restitution, and/or claims under federal law.

1.30 "Released PAGA Claims" means any kind of claim or action for civil penalties under PAGA (the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*.) based on or arising out of the factual allegations of the Complaint, First Amended Complaint and/or PAGA Letter sent by Plaintiff to the LWDA including, but not limited to, any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 246.5, 247.5, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable Industrial Commission Wage Orders.

1.31 "Released Parties" means Defendant and each of its respective current or former directors, officers, members, administrators, agents, insurers, re-insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.

1.32 "Releasing Parties" means Plaintiff and all Settlement Class Members, and each of their successors, assigns, legatees, heirs, and personal representatives.

1.33 "Request for Exclusion" means a timely and valid written request submitted by a

Class Member indicating that they request to be excluded from the Class Settlement. The Request for Exclusion must: (a) state the case name and number of the Action; (b) set forth the name, address, and telephone number of the Class Member requesting exclusion; (c) be signed by the Class Member; (d) be addressed to the Settlement Administrator; and (e) be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline.

1.34 "Response Deadline" means the deadline by which Class Members must submit to the Settlement Administrator valid Workweek Disputes, Requests for Exclusion, or Objections. Workweek Disputes, Requests for Exclusion, and Objections must be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline. The Response Deadline shall be sixty (60) calendar days from the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the event of a re-mailed Class Notice, the Response Deadline will be extended an additional fifteen (15) calendar days for that individual Class Member.

1.35 "Settlement Administrator" means Phoenix Class Action Administration Solutions ("Settlement Administrator"), the third-party class action settlement administrator mutually agreed to by the Parties for the purposes of administering this Settlement. The Parties will each ensure and 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.

1.36 "Settlement Administration Costs" means the costs payable to the Settlement Administrator for all fees and expenses reasonably and necessarily incurred as a result of administering this Settlement, including, but not limited to, the cost of providing notice of the proposed settlement to the Class and the cost of administering the Settlement and any settlement fund created as a result of this Agreement. The Settlement Administration Costs are estimated to not exceed $4,250.00 and shall be payable from, and not in addition to, the Gross Settlement Amount.

1.37 "Settlement Class Member(s)" means a Class Member who has not opted out of the Class Settlement by submitting a valid and timely Request for Exclusion.

1.38 "Workweek Dispute" means the written letter that a Class Member must submit to the Settlement Administrator with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline, if they wish to dispute the number of Workweeks credited to them. The Workweek Dispute must: (a) state the case name and number of the Action; (b) set forth the Class Member's name, address, and telephone number; (c) be signed by the Class Member; (d) include any documentary evidence showing that the Workweek information is inaccurate, and (e) be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) to the Settlement Administrator on or before the Response Deadline.

1.39 "Total Pay Periods" is the total number of estimated Pay Periods worked by all PAGA Group Members during the PAGA Period.

1.40 "Total Workweeks" is the total number of estimated Workweeks worked by all Settlement Class Members during the Class Period.

1.41 "Workweek" is a week worked by a Class Member for Defendant during the Class Period.

2. SETTLEMENT RELIEF AND RELEASES

2.1 Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount ($220,000.00) on the Effective Date.

(a) The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq*., and will be administered by the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by this Settlement, the Settlement Administrator shall open and administer a settlement account in such a manner as to qualify, and maintain the qualification of, the account as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1 and satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF. The Parties and the Settlement Administrator shall treat the account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the

appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

(b) The Gross Settlement Amount shall be used to pay all amounts contemplated or required by this Agreement, including the Representative Service Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to Class Counsel, the PAGA Penalty Amount, and as described in Section 7.1, to cover all Individual Class Payments to Settlement Class Members.

(c) Based on the information provided by Defendant, the Settlement Administrator will calculate the amounts to be paid to Settlement Class Members in accordance with the terms and provisions of this Agreement and in accordance with applicable state and federal law (including tax regulations).

(d) No person or entity shall have any claim against Defendant, Defendant's Counsel, any of the Released Parties, Plaintiff, Class Members, PAGA Group Members, Class Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

2.2 Class Counsel Award. Subject to Court approval, Plaintiff and Class Counsel agree not to seek an attorneys' fee award of more than one-third (1/3) of the Gross Settlement Amount, which, based on the current Gross Settlement Amount of $220,000.00, is $73,333.33. If the Gross Settlement Amount increases pursuant to Section 2.6 of this Agreement, Class Counsel may seek an attorneys' fee award of up to one-third (1/3) of the increased Gross Settlement Amount. Plaintiff and Class Counsel further agree that Defendant will not be obligated to pay any fee award in excess of one-third (1/3) of the Gross Settlement Amount. Subject to Court approval, Class Counsel agrees not to request more than twenty thousand dollars and zero cents ($20,000.00) for reasonable litigation costs. Class Counsel will file any papers supporting the request for the Class Counsel Award with the Court at least sixteen (16) court days prior to the Fairness Hearing. Class Counsel shall provide the Settlement Administrator with their current and valid Form W-9 within five (5) business days of entry of the Final Approval Order. If the Court approves the Settlement of this

Action and a payment of a Class Counsel Award, and so long as Class Counsel has timely provided the Settlement Administrator with their current and valid Form W-9, Class Counsel shall be paid the Class Counsel Award approved by the Court out of the QSF within fifteen (15) business days after the Effective Date. Defendant reserves all rights with respect to the request for payment of attorneys' fees and the request for reimbursement of litigation costs.

2.3 Representative Service Payment. Defendant agrees not to oppose Plaintiff's request for a Representative Service Payment of up to seven thousand five hundred dollars and no cents ($7,500.00). Plaintiff will file any papers supporting the request for a Representative Service Payment with the Court at least sixteen (16) court days prior to the Fairness Hearing. Plaintiff shall provide the Settlement Administrator with a current and valid Form W-9 within five (5) business days of entry of the Final Approval Order. If the Court approves the Settlement of this Action and a Representative Service Payment, so long as Plaintiff has timely provided the Settlement Administrator a current and valid Form W-9, the Settlement Administrator shall pay the Representative Service Payment awarded by the Court to Plaintiff from the QSF within fifteen (15) business days after the Effective Date. Plaintiff acknowledges that she has obtained no tax advice from Defendant or Defendant's Counsel, and that Defendant and Defendant's Counsel have not made any representation concerning the tax consequences, if any, of the Representative Service Payment. Plaintiff agrees that she is solely responsible for the tax consequences of the Representative Service Payment. Defendant reserves all rights with respect to the request for the Representative Service Payment.

2.4 Reduction in Representative Service Payment or the Class Counsel Award. In the event that the Court (or any appellate court) awards less than the amount requested for the Class Counsel Award or the Representative Service Payment, only the awarded amounts shall be paid and shall constitute satisfaction of those obligations and full payment thereunder, and any remaining or un-awarded portion of the requested Class Counsel Award and/or the Representative Service Payment shall be allocated to the Settlement Class Members pursuant to the terms of Section 7. To the extent the Court does not approve any or all of the amount of the Class Counsel Award and/or the Representative Service Payment, the Settlement shall remain binding, and this

will not be a justification for Plaintiff to withdraw from the Settlement. Plaintiff shall not have the right to revoke the Settlement Agreement if the Court reduces or does not approve the requested Class Counsel Award or the Representative Service Payment, although Plaintiff shall retain the right to appeal any reduction of the Class Counsel Award or the Representative Service Payment. Any reduction of the amount of the Class Counsel Award and/or the Representative Service Payment by the Court or by an appellate court shall not affect any of the Parties' other rights and obligations under this Agreement.

2.5 Payment And Allocation of the PAGA Penalty Amount. Twenty-two thousand dollars and no cents ($22,000.00) (the "PAGA Penalty Amount") will be paid from the Gross Settlement Amount for the settlement, release, and discharge of any and all claims for which penalties under PAGA may be sought or could otherwise be available to Plaintiff and or any member of the PAGA Group as stated in Section 2.9. Pursuant to the express requirements of California Labor Code section 2699(i), the PAGA Penalty Amount shall be allocated as follows: (i) fourteen thousand three hundred and no cents ($14,300.00) (65%) to be paid to the LWDA (the "LWDA Payment"); and (ii) seven thousand seven hundred dollars and no cents ($7,700.00) (35%) (the "PAGA Group Amount") for distribution to the PAGA Group. The LWDA Payment and the PAGA Group Amount shall be paid out of the QSF by the Settlement Administrator fifteen (15) business days after the Effective Date.

2.6 Modification Based on Increase in Workweeks. Defendant has estimated and represented that there are approximately 4,034 workweeks worked by the Class Members through July 30, 2026. Should the total number of Workweeks worked by the Class Members during the Class Period increase by more than fifteen percent (15%) of this estimation, then the Gross Settlement Amount will increase by the same number of percentage points above fifteen percent (15%) by which the actual number of Workweeks exceeds 4,034. For example, if the actual number of Workweeks is determined to be seventeen percent (17%) higher than 4,034, then the Gross Settlement Amount will be increased by two percent (2%).

2.7 Release of Claims by Plaintiff. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and each of her successors, assigns, legatees, heirs, and personal

representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against Defendant or any of the Released Parties for events or circumstances which occurred prior to and up to the date of signing this Settlement Agreement. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law. In addition, Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, and any other similar provision under federal or state law, which provides:

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

Plaintiff agrees that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

2.8 Release of Claims by Class Members. Upon the Effective Date and full funding of the Gross Settlement Amount, all Releasing Parties shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Released Class Claims arising during the Class Period against all Released Parties.

2.9 PAGA Release. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Group Members shall, on behalf of themselves and on behalf of the LWDA, waive, release, and forever discharge all Released PAGA Claims arising during the

PAGA Period against all Released Parties.

3. PRELIMINARY APPROVAL PROCESS

3.1 Preliminary Approval Hearing. Within forty-five (45) calendar days after the execution of this Agreement, Plaintiff shall file a motion for preliminary approval seeking an order from the Court for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv) appointing Plaintiff as class representative for settlement purposes only; and (v) appointing the law firm of Moon Law Group, PC as Class Counsel for settlement purposes only. Defendant will not oppose Plaintiff seeking conditional certification of the Class for settlement purposes only while reserving all rights to object to certification of the Class if the Settlement is not approved. Plaintiff shall provide a copy of the Agreement to the LWDA at the same time that it is submitted to the Court. Additionally, within ten (10) calendar days after entry of an order approving the Settlement, Plaintiff shall submit a copy of the Court's order approving the Settlement to the LWDA, in compliance with California Labor Code section 2699(l)(3).

3.2 Preliminary Approval of Notice. Plaintiff and her counsel and Defendant and its counsel agree to cooperate in the drafting of a mutually agreed-upon Class Notice. In conjunction with the motion for entry of the Preliminary Approval Order, Plaintiff shall submit for Court approval the proposed Class Notice. The Preliminary Approval Order shall also provide for the Class Notice to be sent to all Class Members by the Settlement Administrator.

3.3 Preliminary Approval Briefing. Plaintiff and her counsel and Defendant and its counsel agree to cooperate in the drafting and filing of mutually agreed-upon preliminary approval papers. Class Counsel shall draft the motion for preliminary approval of the Settlement and provide Defendant with a copy of the draft preliminary approval papers at least five (5) court days prior to filing so that Defendant may provide any comments or revisions to the drafts and the Parties mutually agree on its final language. Defendant shall be permitted, but is not required, to file its own briefs in relation to the preliminary approval hearing.

4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR EXCLUSION

4.1 Delivery of the Class List. Within ten (10) business days after entry of the

Preliminary Approval Order, Defendant shall provide the Class List to the Settlement Administrator.

4.2 Notice. Within thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall mail, as mutually agreed to by Plaintiff and Defendant and their respective counsel, the Class Notice via First-Class U.S. Mail to all Class Members for whom it has a valid U.S. Postal address. Each Class Member's Class Notice shall include the estimated number of Workweeks with which the Class Member has been credited.

4.3 Updating of Contact Information in the Class List. After receiving the Class List and prior to mailing the Class Notice, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. If the Settlement Administrator determines that a Class Member has more than one address and it cannot reasonably determine which address is the most current, the Settlement Administrator shall mail the Class Notice to all such addresses.

4.4 Re-Mailing of Notice. Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. With respect to Class Notices returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall make an attempt to locate an address by way of skip-trace and promptly re-mail the returned Class Notice via First-Class U.S. Mail.

4.5 Workweek Dispute Procedure. To dispute the number of Workweeks with which they have been credited, a Class Member must timely submit a Workweek Dispute to the Settlement Administrator by the Response Deadline. The Workweek Dispute may be submitted by U.S. Mail or other delivery service. The submission date is deemed to be, in the case of submission by U.S. Mail or other delivery service, the date the Workweek Dispute is sent, as evidenced by the postmark or other delivery service date stamp. Class Members who timely submit Workweek Disputes may produce evidence to the Settlement Administrator showing that the Workweek information is inaccurate. The Settlement Administrator shall decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the

Class Member and will make the final decision as to the merits of the dispute. The Settlement Administrator may ask Defendant to produce additional information regarding the Class Member disputing their credited Workweeks for the purpose of resolving the dispute. Defendant shall provide such information in its possession within seven (7) business days of the Settlement Administrator's request. It is understood and agreed that any decision by the Settlement Administrator shall not operate to increase the Gross Settlement Amount nor the amounts Defendant is required to pay.

4.6 Request for Exclusion Procedures. Any Class Member wishing to opt out of the Class Settlement must submit by U.S. Mail or other delivery service a written and signed Request for Exclusion to the Settlement Administrator (at the address set forth in the Class Notice) containing all the information required by Section 1.33 of this Agreement, on or before the Response Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Class Members who submit a timely and valid Request for Exclusion will not be bound by the Class Settlement and will have no standing to object to the Settlement; however, they will be bound by the PAGA Release. As described in Sections 7.2 and 7.3, all PAGA Group Members will be entitled to a pro rata share of the PAGA Group Amount regardless of whether they opt out under this Section 4.6. If ten (10) or more Class Members timely and validly opt out of the Settlement, Defendant may elect to terminate the Agreement. If Defendant terminates the Agreement under this provision, Defendant will bear any of the already incurred costs of the provision of notice and third-party settlement administration. In such event, this Agreement shall be null and void and have no force or effect.

4.7 Objection Procedures. To object to the Class Settlement or the Agreement, a Settlement Class Member may either: (1) submit a valid Objection, by U.S. Mail or other delivery service, to the Settlement Administrator (at the address set forth in the Class Notice) on or before the Response Deadline; or (2) appear personally or through a representative at the Fairness Hearing and state an Objection to the Court. A written Objection must be signed by the Settlement Class Member and contain all information required by Section 1.21 of this Agreement. The date the

Objection is sent, as evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to determine whether a written Objection has been timely submitted. If a Class Member intends to speak at the Fairness Hearing, they are encouraged to file a notice of intention to appear with the Court and provide a copy of the notice of intention to appear and their Objection to counsel for both Parties. However, neither a written Objection nor a notice of intention to appear is required for a Settlement Class Member, or their representative, to appear at the Fairness Hearing and present an Objection to the Court. Class Members who fail to submit a written Objection or appear personally or through a representative at the Fairness Hearing to state an Objection shall be deemed to have waived all objections to the Agreement and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

4.8 Settlement Administration Reports. The Settlement Administrator shall provide Defendant's Counsel and Class Counsel a weekly report which certifies the number of Class Members who have submitted: (i) Workweek Disputes; (ii) Requests for Exclusion; and (iii) Objections. Additionally, within five (5) calendar days of the Response Deadline, the Settlement Administrator will provide to Defendant's Counsel and Class Counsel a report containing the above-mentioned information ("Final Response Report"). The Settlement Administrator will also provide to counsel for both Parties any updated reports regarding the administration of the Agreement as needed or requested by either Party individually, or by the Parties jointly, subject to the terms of this Agreement.

4.9 Notice Sufficient. The Parties agree not to engage in any other form of press release, publicity, posting, dissemination, or other communication relating to this Settlement or the Action.

4.10 No Solicitation of Settlement Objections or Exclusions. The Parties agree that at no time shall any of the Parties or their counsel seek to solicit, persuade, or otherwise encourage Class Members to submit Objections or Requests for Exclusion, or to appeal from the Court's Final Approval Order and Judgment.

4.11 Certification of Completion. The Settlement Administrator shall provide a written declaration under oath certifying the completion of its notice-related tasks no later than twenty-one (21) calendar days after the Response Deadline.

5. FAIRNESS HEARING; JUDGMENT

5.1 Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon expiration of the deadlines to submit Workweek Disputes, Requests for Exclusion, or Objections to the Agreement as described above, a Fairness Hearing shall be conducted to determine whether the Court should enter a Final Approval Order and Judgment, providing for, among other things, payment of Individual Class Payments and the amounts properly payable for: (i) the Class Counsel Award; (ii) the Representative Service Payment; (iii) the PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff shall request that the Fairness Hearing be held approximately one hundred sixty (160) calendar days after entry of the Preliminary Approval Order, subject to the Court's availability. Plaintiff and her counsel and Defendant and its counsel agree to cooperate in the drafting and filing of mutually agreed-upon final approval papers. Class Counsel shall draft the motion for final approval of the Settlement and provide Defendant with a copy of the draft final approval papers at least five (5) court days prior to filing so that Defendant may provide any comments or revisions to the drafts and the Parties mutually agree on its final language. Defendant shall be permitted, but is not required, to file its own briefs in relation to the Fairness Hearing.

5.2 Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the judgment to the Court for its approval. After entry of the judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement; (ii) Agreement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.

5.3 Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member who does not affirmatively opt out of the Class Settlement by submitting a timely and valid Request for Exclusion shall be bound by all of the terms of the Agreement, including those pertaining to the Released Class Claims, as well as any order that may be entered by the Court if it grants final approval of this Agreement. All PAGA Group Members will be bound by the release of the Released PAGA Claims under the Final Approval Order and Judgment, including any who

have submitted a timely and valid Request for Exclusion. *See Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

6. NULLIFICATION OR MODIFICATION OF AGREEMENT

6.1 Defendant's Right to Revoke. Defendant may terminate and withdraw from this Agreement at any time prior to the date the Court's approval of the Agreement becomes "final" (i.e., not subject to appeal or reconsideration) if: (a) the Court construes the Settlement Agreement to make Defendant pay more than the Gross Settlement Amount (subject to Section 2.6), plus any applicable employer-side payroll taxes; (b) the Court makes an order inconsistent with any of the terms of this Agreement; (c) any government department or agency raises objections to the terms in the Settlement or otherwise indicates that it intends to pursue remedies beyond those contemplated by the Settlement; or (d) ten (10) or more Class Members timely and validly opt out of the Class. If Defendant terminates and withdraws under this provision, Defendant will pay all of the Settlement Administrator's then-current costs and fees. In the event that the basis for withdrawal is a Court order as described under (a) and (b) above, Defendant must provide written notice to Plaintiff of its intent to terminate and withdraw within ten (10) calendar days of the relevant order.

6.2 Action Status if Settlement Not Approved. This Agreement is being entered into for Settlement purposes only. In the event that [1] Defendant invokes its rights under Sections 4.6 or 6.1 of this Agreement, [2] the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Agreement that are not acceptable to all Parties (including, but not limited to, any modification of the Class or the claims and penalties being released) except for any reduction of the Class Counsel Award or the Representative Service Payment, [3] the Court does not approve the Settlement Agreement or enter the Final Approval Order and Judgment, or [4] the Court's approval of this Agreement does not become "final" for any reason, then this Agreement will be deemed null and void *ab initio*. In that event, (a) the Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their provisions will be vacated by its or their own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff as a class representative and conditional appointment of Moon Law Group, PC as Class Counsel, (b) the

Action will revert to the status that existed before the execution date of the Memorandum of Understanding of Class and PAGA Settlement, and (c) no term or draft of the Memorandum of Understanding of Class and PAGA Settlement or this Agreement contemplated by it, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve this Agreement or enter the Final Approval Order and Judgment for any reason, or if the Court's approval of this Agreement does not become "final" for any reason, Defendant shall retain all its rights to object to the maintenance of the Action as a class and/or representative action, and nothing in the Memorandum of Understanding of Class and PAGA Settlement or this Agreement contemplated by it or other papers or proceedings related to the Memorandum of Understanding of Class and PAGA Settlement or this Agreement contemplated by it shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class and/or representative action.

7. DISTRIBUTION

7.1 Individual Class Payments Calculations. The Individual Class Payment is based upon the number of Workweeks each Settlement Class Member worked as a Class Member during the Class Period. Individual Class Payments shall be calculated and apportioned by the Settlement Administrator as follows:

(a) The Settlement Administrator shall determine the number of Workweeks during the Class Period for each Settlement Class Member based on the Class List provided by Defendant.

(b) The Settlement Administrator shall divide the Net Settlement Fund by the number of Total Workweeks to derive the "Workweek Value."

(c) For each Settlement Class Member, the Settlement Administrator shall multiply the determined number of Workweeks that Class Member worked during the Class Period by the Workweek Value. The resulting figure shall be the "Individual Class Payment" for each such Settlement Class Member.

(d) One-third (33.33%) of each Settlement Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. One-third (33.33%) of each Settlement Class Member's Individual Class Payment will be allocated to settlement of claims for interest, and one-third (33.33%) will be allocated to settlement of claims for penalties (collectively, for the interest and penalties portions, the "Non-Wage Portion(s)"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS 1099 Form. Settlement Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. Defendant will separately pay any applicable employer-side payroll taxes related to the Wage Portions of the Individual Settlement Amounts.

7.2 Distribution of the PAGA Group Amount. The Settlement Administrator shall divide the PAGA Group Amount by the number of Total Pay Periods to derive the "Pay Period Value." For each PAGA Group Member, the Settlement Administrator shall multiply the determined number of Pay Periods that PAGA Group Member worked during the PAGA Period by the Pay Period Value. The resulting figure shall be the "Individual PAGA Payment" for each PAGA Group Member. One hundred percent (100%) of each PAGA Group Member's Individual PAGA Payment will be allocated to settlement of claims for penalties. The Individual PAGA Payments are not subject to wage withholdings and will be reported on an IRS 1099 Form. PAGA Group Members assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment.

7.3 Distribution Timing of Individual Class Payments and the PAGA Group Amount. Individual Class Payments and Individual PAGA Payments shall be paid by check and mailed to Settlement Class Members and PAGA Group Members on or before the fifteenth (15th) business day following the Effective Date. If administratively feasible, the Settlement Administrator will combine into one check a Settlement Class Member's Individual Class Payment and Individual PAGA Payment.

7.4 Uncashed Settlement Checks. If any checks mailed to Class Members remain uncashed after the expiration of ninety (90) days, or an envelope mailed to a Class Member is

returned and no forwarding address can be located for the Class Member after reasonable efforts have been made (including, but not limited to, skip tracing), then any such funds shall be transmitted to the Settlement Administrator and distributed to the State of California Unclaimed Property Fund in the name of the Class Member or PAGA Group Member. Any Settlement Class Member who fails to timely cash or deposit their check(s) shall remain subject to the terms of the Settlement, including without limitation all releases contained herein, and the Final Approval Order and Judgment from the Court.

7.5 Effect of Cashing or Depositing Checks. This is not an action filed under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA"), and the Parties agree this is an "opt-out" action under the California Code of Civil Procedure that does not require an "opt-in" procedure to bind Class Members to the terms of the Settlement, which includes the release of Released Class Claims as defined in Sections 1.29 and 2.8. Nevertheless, and without prejudice to this position and without changing the nature of this Action, the Parties agree that Settlement Class Members who cash or deposit an Individual Class Payment check are deemed to "opt-in" to the Settlement. Each Individual Class Payment check to Settlement Class Members shall be affixed with the following language as further notice: "By cashing or depositing this check, I confirm my consent to the Settlement, which includes releasing claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ('FLSA')."

8. MISCELLANEOUS PROVISIONS

8.1 Cooperation. The Parties shall cooperate fully with one another in seeking approval of the Court of this Settlement and to use their respective best efforts to consummate the Settlement and cause the Preliminary Approval Order and Final Approval Order and Judgment to be entered and to become final. The Parties therefore agree to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related documents, seek all necessary Court approvals, and do all other things necessary to consummate the Settlement. No Party to this Agreement shall seek to evade his, her, or its good faith obligations to seek approval and implementation of this Settlement by virtue of any ruling, order, governmental report or other development, whether in the Action, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative

strengths of the Parties with respect to any claims or defenses or their relative bargaining power with respect to negotiating.

8.2 Further Assurances. The Parties must execute and deliver any additional papers, documents and other assurances, and must do any other acts reasonably necessary, to perform their obligations under this Settlement Agreement and to carry out its expressed intent. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties shall request that the Court to resolve such disagreement.

8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday. If the last day for a Class Member to submit any document under this Agreement falls on a Sunday or Federal holiday, the deadline will be extended to the next day on which the U.S. Postal Service is open.

8.4 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

8.5 Confidentiality. Plaintiff and Class Counsel will keep the Settlement Agreement and related documents, and their settlement negotiations (including, but not limited to, the negotiations in the course of mediation), confidential and will not disclose that information to any third party until such time as Plaintiff files the motion seeking entry of the Preliminary Approval Order. If contacted by the media or any third party, Plaintiff and Class counsel shall decline to respond. After Plaintiff and Class Counsel file the motion for Preliminary Approval of the Settlement, they will continue to make no public comments of any kind regarding the Settlement Agreement whether to the press/media or any other third party. At no time (whether before or after Plaintiff files a Motion for Preliminary Approval or an Order is issued), shall Plaintiff and Class Counsel provide or post any public statement (whether via web postings, press releases, other media contact, or otherwise) regarding the Settlement Agreement. After Plaintiff files a Motion for Preliminary Approval, if Plaintiff and/or Class Counsel are contacted by the media or any other third party regarding the

Settlement Agreement, they may only advise that the Action has been resolved and refer them to the public filings in the Action and nothing else. Plaintiff and Class Counsel agree that they will not disclose the terms of the Settlement Agreement on any websites or in any other materials not necessary for the facilitation of the Settlement Agreement. Class Counsel may put publicly available information about the Settlement in any description of their experience filed with a court. Plaintiff and Class Counsel agree to maintain the confidentiality of any information exchanged pursuant to the Parties' stipulated protective order and that they will not disclose any settlement or mediation privileged communications. Plaintiff and Class Counsel also agree and acknowledge that any breach of this Section 8.5 may cause irreparable harm or damage to Defendant that is difficult to ascertain, and thus Plaintiff and Class Counsel agree that any proven breach of this Section 8.5 shall give Defendant the right to obtain injunctive or other applicable equitable relief, in addition to any other remedies available in law or equity.

8.6 Grammar. The neuter form of a pronoun shall be considered to include within its meaning the masculine and feminine forms of the pronoun, and vice versa.

8.7 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached Exhibits will be resolved in favor of this Settlement Agreement.

8.8 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

8.9 Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the Action, except such proceedings necessary to implement and obtain entry of the Final Approval Order and Judgment. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the motion for entry of the Preliminary Approval Order or the Final Approval Order and Judgment are denied by the Court.

8.10 No Injunctive Relief Against Defendant. As part of this Settlement Agreement, Defendant shall not be required to enter any consent decree, nor shall Defendant be required to agree to any provision of injunctive relief.

8.11 Waiver of Appeal. The Parties, their respective counsel, and all Settlement Class Members who did not object to the Settlement as provided in this Settlement Agreement, agree to waive appeals of the Final Approval Order and Judgment so long as such order is consistent with the material terms of this Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or appeals.

8.12 Class List. Within six (6) months after the Effective Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4.6 or 6.1, all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion thereof, including any updated Class Member contact information obtained via, e.g., the National Change of Address database, shall be returned to Defendant and/or deleted by the Settlement Administrator.

8.13 Entire Agreement. This Agreement and any attached Exhibits constitutes the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8.14 Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and, if after entry of the Preliminary Approval Order, also as approved by the Court.

8.15 Real Party in Interest. In executing this Settlement Agreement, the Parties warrant and represent that they, including Plaintiff in her representative capacity on behalf of the Class, PAGA Group and all others alleged to be similarly situated, are the only persons having any interest in the claims asserted in the Action. Neither these claims, nor any part of these claims, have been assigned, granted, or transferred in any way to any other persons.

8.16 Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Party whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

8.17 Voluntary Agreement. The Parties have negotiated the Settlement at arms-length

and in good faith, with assistance from Deborah Saxe, a respected mediator, and have executed this Settlement Agreement knowingly, voluntarily, and without duress or undue influence.

8.18 Dispute Resolution. The Parties agree to have mediator Deborah Saxe seek to resolve any and all disputes that may arise in connection with interpreting the terms of this Settlement Agreement. In the event mediator Saxe is unavailable, the Parties shall cooperate in good faith to identify another mediator. Defendant and Class Counsel shall split equally and pay for any mediator fees and costs associated with seeking mediator assistance pursuant to this Section 8.18. Under no circumstances shall any mediator fees or costs incurred pursuant to this Section 8.18 be taken out of the Gross Settlement Amount.

8.19 Cooperation and Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

8.20 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed either by the Court or by the Parties' written agreement without notice to the Class.

8.21 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and/or assigns.

8.22 California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

8.23 Execution and Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or other transition method shall be equivalent to original signatures.

8.24 Enforceability. The Parties intend this to be a binding, enforceable and admissible settlement agreement under California Code of Civil Procedure section 664.6 and California Evidence Code section 1123(b).

8.25 Inadmissibility. This Settlement Agreement, whether approved or not approved,

revoked, or made ineffective for any reason, and any proceedings related to this Settlement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any Court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered or received in evidence as an admission, concession or presumption that class certification is appropriate, except as to a conditional class certification for purposes of settlement only to the extent necessary for the consummation of this Agreement.

8.26 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to any releases contained herein, including the release of the Released Class Claims and the Released PAGA Claims.

8.27 Defendant's Position/Rights. Defendant states it has acted lawfully at all times and its policies and practices have been lawful, fair and consistent with all relevant laws, rules, and regulations. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief as well as the class allegations asserted in the Action. To the extent this Agreement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, and representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and her counsel agree that Defendant retains and reserves these rights and all available defenses. Specifically, Plaintiff and her counsel agree not to argue or present any argument that, in the event this Agreement is not approved in full, Defendant could not on any grounds it chooses oppose any class or collective certification motion, file a motion for de-certification, contest any class action or collective certifications, or assert any and all other potential defenses and privileges if any or all of the Action were to proceed. Plaintiff and her counsel hereby waive such arguments and agree they will not take a position contrary to this provision.

8.28 No Admission of Liability. Nothing in the Memorandum of Understanding of Class and PAGA Settlement or the Settlement Agreement may be construed as an admission or concession on any point of fact or law by or against any Party.

(Continued on the following page.)

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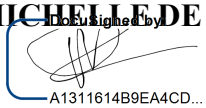
SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF MICHELLE RYAN AKA MICHELLE DE LA TORRE



Dated: 8/25/2026

Michelle Ryan aka Michelle De La Torre

DEFENDANT GREENHOUSE SOFTWARE, INC.

Dated: _____

Jung-Kyu McCann, Chief Legal Officer

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF MICHELLE RYAN AKA MICHELLE DE LA TORRE

Dated: _____

_____
Michelle Ryan aka Michelle De La Torre

DEFENDANT GREENHOUSE SOFTWARE, INC.

Dated: September 1, 2026

Jung-Kyu McCann _____
Jung-Kyu McCann, Chief Legal Officer

APPROVED AS TO FORM AND CONTENT:

Dated: September 1, 2026

COOLEY LLP

By: _____
Summer J. Wynn

Attorneys for Defendant

Dated: _____

MOON LAW GROUP, PC

By: _____
Kane Moon

Attorneys for Plaintiff

Docusign Envelope ID: B48E5F10-BE4E-878C-816B-EA1B17A17A6C

APPROVED AS TO FORM AND CONTENT:

Dated: _____

COOLEY LLP

By: _____
Summer J. Wynn

Attorneys for Defendant

Dated: 8/26/2026

MOON LAW GROUP, PC

By: _____
Kane Moon

Attorneys for Plaintiff

EXHIBIT A

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MICHELLE RYAN aka MICHELLE DE LA TORRE, individually, and on behalf of other similarly situated employees, Plaintiff, v. GREENHOUSE SOFTWARE, INC.; and DOES 1 through 10, inclusive, Defendants.	Case No. CGC-25-627487 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION** Complaint Filed: July 22, 2025 FAC Filed: September 24, 2025 Trial Date: Not Set Yet

On [DATE], this Court heard the Motion for Preliminary Approval of class and representative action settlement and provisional certification under California Rule of Court 3.769 (the "Motion"), filed by Plaintiff Michelle Ryan aka Michelle De La Torre (the "Plaintiff"). This Court reviewed the Motion, including the Class and Representative Action Settlement Agreement and Release (the "Agreement," "Settlement," or "Settlement Agreement"). Based on this review, the hearing, and the findings below, the Court finds good cause to GRANT the Motion.

FINDINGS:

1. Unless otherwise specified, capitalized terms in this Order Granting Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification (the "Preliminary Approval Order") have the same meaning as defined in the Agreement.

2. The Court determines there is sufficient evidence to suggest that the Agreement

(including the Representative Service Payment, Class Counsel Award, Settlement Administration Costs, PAGA Penalty Amount, and Individual Class Payments) falls within the range of possible approval that could ultimately be given final approval by this Court as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing (referred to in the Agreement as the "Fairness Hearing"). More specifically, the Court finds on a preliminary basis that:

(a) The Settlement provides for a Gross Settlement Amount of two hundred twenty thousand dollars and no cents ($220,000.00) that Defendant will pay into the settlement fund pursuant to the terms and timing specified in the Agreement. The Settlement further provides that the Net Settlement Fund shall be calculated by subtracting the following amounts from the total of the Gross Settlement Amount: (1) the Class Counsel Award (estimated at $73,333.33 in attorneys' fees and $20,000.00 in attorney costs); (2) all Settlement Administration Costs (estimated at approximately $4,250.00); (3) the Representative Service Payment ($7,500.00); and (4) the PAGA Penalty Amount (i.e., $22,000.00), including the payment to the California Labor Workforce and Development Agency ("LWDA") and the PAGA Group Amount distributed to the PAGA Group Members. The Net Settlement Fund, to be disbursed to Settlement Class Members who have not excluded themselves from the Settlement, is presently anticipated to be approximately $92,916.67. If the Settlement is approved, the full amount of the Net Settlement Fund will be paid out to Settlement Class Members who do not exclude themselves from the Settlement in accordance with the terms of the Agreement.

(b) The Agreement is fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues.

(c) Settlement at this time will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of this class action.

(d) The Settlement does not improperly grant preferential treatment to the class representative or segments of the class, supporting a presumption of fairness.

(e) Adequate inquiry, investigation, and discovery have been conducted so that counsels for the Parties are able to reasonably evaluate their respective positions, supporting a presumption of fairness.

(f) The Agreement has been reached as a result of intensive, serious and non-collusive, arms-length negotiations, supporting a presumption of fairness.

3. The Court finds that distribution of the Notice of the proposed Settlement terms, substantially in the form attached hereto as "**Exhibit 1**," via First-Class U.S. Mail to Class Members (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid, due, and sufficient notice to all members of the Class, and (c) complies fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

4. For settlement purposes only, the Court conditionally finds the Class is so numerous that joinder of all Class Members is impracticable, Plaintiff's claims are typical of the Class's claims, there are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class Members, the Plaintiff is an adequate representative of the Class, and class certification is superior to other available methods for the fair and efficient resolution of the controversy. These certification findings are conditional, and as stated in the Agreement, Defendant reserves all rights to object to or contest certification if the Settlement is not approved.

5. Pursuant to Labor Code section 2699, subdivision (l)(2), the Court notes that Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided it to the Court, and the Court has reviewed the Settlement's provisions relating to the settlement of claims under the California Private Attorneys General Act of 2004 ("PAGA"). The Court tentatively finds that the payment of twenty-two thousand dollars and no cents ($22,000.00) for settlement of any and all claims for which civil penalties under PAGA may be sought or are otherwise available (the "PAGA Penalty Amount") is fair and adequate. Further, the Court tentatively finds that the PAGA Penalty Amount satisfies the requirements of California Labor Code section 2699, subdivision (i) because $14,300.00 (65%) of the PAGA Penalty Amount is

allocated to the LWDA for the enforcement of labor laws and education of employers and $7,700.00 (35%) is allocated for distribution to the PAGA Group.

IT IS ORDERED THAT:

1. Settlement Preliminary Approval. The Settlement Agreement and the Notice of the proposed Settlement terms are preliminarily approved. The Court further preliminarily approves the formulas provided in the Settlement for calculating Individual Class Payments to Settlement Class Members using a workweek-based calculation methodology.

2. Provisional Certification. The Class is provisionally certified for settlement purposes only as a class of: "All current and former non-exempt employees who worked for Defendant in California at any time between July 22, 2021 and December 31, 2026." Excluded from the Settlement Class are putative Class Members who submit a timely and valid Request for Exclusion (as defined by the Agreement). This certification is provisional, and as stated in the Agreement, Defendant reserves all rights to object to or contest certification if the Settlement is not approved.

3. Appointment of Class Representative and Class Counsel. Plaintiff Michelle Ryan aka Michelle De La Torre is conditionally appointed as the class representative to implement the Parties' Settlement in accordance with the Agreement. Kane Moon, Allen Feghali, and S. Phillip Song of Moon Law Group, PC are conditionally appointed as Class Counsel. Class Counsel is conditionally authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize the Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel for settlement purposes only. Plaintiff and Class Counsel must fairly and adequately protect the Class's interests.

4. Appointment of Settlement Administrator. Phoenix Class Action Administration Solutions is hereby appointed as the Settlement Administrator for this case.

5. Provision of the Notice. Within ten (10) business days of this Preliminary Approval Order, Defendant shall provide the Class List to the Settlement Administrator. Within thirty (30)

calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will send the approved Notice of the proposed Settlement terms by First-Class U.S. Mail to all Class Members for whom Defendant has provided a U.S. Postal address (which shall be substantially similar to the form attached hereto as **Exhibit 1**) in the manner specified under Section 4 of the Agreement.

6. Response Deadline. The Response Deadline shall be sixty (60) calendar days from the initial mailing of the Notice of the proposed Settlement terms to Class Members pursuant to Sections 1.34 and 4 of the Agreement. In the event of a re-mailed Notice, the Response Deadline will be extended for an additional fifteen (15) calendar days for that individual Class Member.

7. Procedure for Seeking Exclusion from Settlement. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Agreement and the Class Notice, to the Settlement Administrator, postmarked on or before the Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all PAGA Group Members will be bound by the Settlement Agreement, including the release of the Released PAGA Claims, and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by the Settlement Agreement, including the release of the Released Class Claims, and any final judgment based thereon.

8. Failure to Object to Settlement. Class Members who fail to timely object to the Agreement in the manner specified in the Agreement will: (1) be deemed to have waived their right to object to the Agreement, and (2) be foreclosed from objecting (whether by appeal or otherwise) to the Agreement.

9. Workweek Dispute. If a Class Member wishes to dispute the number of

Workweeks with which he or she has been credited, the Class Member must submit to the Settlement Administrator, by U.S. Mail or other delivery service, a Workweek Dispute on or before the Response Deadline. The Workweek Dispute must: (a) state the case name and number ("*Michelle Ryan v. Greenhouse Software, Inc.*, Case No. CGC-25-627487"); (b) set forth the Class Member's name, address, and telephone number; (c) be signed by the Class Member; (d) include any documentary evidence showing that the Workweek information is inaccurate; and (e) be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) to the Settlement Administrator on or before the Response Deadline. The submission date is deemed to be, in the case of submission by U.S. Mail or other delivery service, the date the Workweek Dispute is sent, as evidenced by the postmark or other delivery service date stamp.

10. Termination. If the Agreement terminates, the following will occur: (a) the Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their provisions will be vacated by its or their own terms, including, but not limited to, vacating conditional certification of the Class; (b) Plaintiff will stop functioning as the class representative and Class Counsel will stop serving as class counsel for the proposed class; (c) the Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Memorandum of Understanding of Class and PAGA Settlement; and (d) no term or draft of the Memorandum of Understanding of Class and PAGA Settlement or the Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. This Preliminary Approval Order will not waive or otherwise impact in any way the Parties' rights or arguments.

11. No Admissions. Nothing in this Preliminary Approval Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

12. Stay of Dates and Deadlines. All discovery and pretrial proceedings and deadlines in the Action are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Agreement and this Preliminary Approval Order.

13. Fairness Hearing. On _____ at _____, this Court will hold a

Fairness Hearing to determine whether the Agreement should be finally approved as fair, reasonable, and adequate. Plaintiff's motion for final approval of the Settlement and all papers supporting the Class Counsel Award and Representative Service Payment must be filed by _____. Any additional papers supporting final approval, including the Settlement Administrator declaration and any response to Objections to the Agreement, must be filed no later than _____.

14. The Court reserves the right to adjourn or continue the date of the Fairness Hearing and all dates provided for in the Agreement without further notice to the Class and retains jurisdiction to consider further applications concerning the Settlement.

DATED:_____ _____
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT TERMS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Michelle Ryan aka Michelle De La Torre ("Plaintiff"), **v.** **Greenhouse Software, Inc. ("Defendant")**	Case No. CGC-25-627487

NOTICE OF CLASS AND REPRESENTATIVE ACTION AND PROPOSED SETTLEMENT

TO: All current and former non-exempt employees who worked for Defendant in California at any time between July 22, 2021 and December 31, 2026.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement ("Settlement") has been proposed in a class and representative action lawsuit pending in San Francisco County Superior Court ("Court") titled *Michelle Ryan aka Michelle De La Torre v. Greenhouse Software, Inc.*, Case No. CGC-25-627487 (the "Action"). If the Court gives final approval of the Settlement, Greenhouse Software, Inc. will provide each Settlement Class Member a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact [SETTLEMENT ADMINISTRATOR].

Your Estimated Settlement Amount is $[____] based on the [___] Workweeks you worked during the Class Period, as shown in Defendant's records.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.	
SUBMIT A WORKWEEK DISPUTE	If you believe that the number of Workweeks with which you have been credited is incorrect, you must submit a Workweek Dispute to the Settlement Administrator. Detailed instructions for this option are set forth in Section 10 below.	Deadline: _____
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit a valid Request for Exclusion to the Settlement Administrator. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendant regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: _____
OBJECT	If you wish to object to the Settlement, you must submit a valid Objection to the Settlement Administrator. Submitting an Objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: _____
APPEAR AT THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Plaintiff's request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing about any Objection to the Settlement that you submitted. If you intend to speak at the Fairness Hearing, we ask that you provide notice to the Settlement Administrator. Instructions for this option are set forth in Section 18 below.	Hearing Date: [Date] at [time]

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient***.

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION X

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT X

7. What relief does the Settlement provide to the Class Members?

PAYMENT TO THE CLASS X

8. How can I get a payment?
9 When will I get a payment?
10. What if I disagree with the calculation regarding my estimated Settlement amount?
11. If I receive a Settlement payment, will I have to pay taxes on it?
12. No retaliation or discrimination.

THE LAWYERS IN THIS CASE AND THE PLAINTIFF X

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. Will the Plaintiff receive any compensation for their efforts in bringing this Action?

RELEASE OF ALL CLAIMS X

16. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT X

17. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT X

18. How do I tell the Court that I do not like the Settlement?
19. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING X

20. What is the Fairness Hearing?
21. When and where is the Fairness Hearing?
22. May I speak at the hearing?

ADDITIONAL INFORMATION X

23. How do I get more information?
24. What if my address or other information has changed?

BACKGROUND INFORMATION

1. Why did I get this notice?

You received this notice because a Settlement has been reached in this Action. According to Defendant's available records you are a member of the Class and may be eligible for the relief detailed below.

This notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this notice), see Section 23 below.

2. What is this lawsuit about?

Plaintiff Michelle Ryan aka Michelle De La Torre ("Plaintiff") filed a lawsuit against Greenhouse Software, Inc. ("Defendant") on behalf of herself and all others similarly situated. In the lawsuit, Plaintiff alleges that Defendant, among other things, did not provide non-exempt employees with the following: rest periods, meal periods,

minimum wage pay, all wages due and owing, overtime pay, accurate wage statements, and reimbursement of business expenses. Plaintiff also alleges violation of certain rules or laws, including the California Labor Code and California Business and Professions Code section 17200, *et. seq*. Plaintiff further alleges claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

No court or other entity has made any judgment or determination that any of Plaintiff's allegations are true or accurate. Defendant vigorously denies each and every one of Plaintiff's allegations and denies any liability whatsoever. Defendant further denies that this Action is appropriate for certification as a class action or treatment as a representative action under PAGA, other than for Settlement purposes only.

The issuance of this notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Plaintiff" (in this Action, there is one Plaintiff, Michelle Ryan aka Michelle De La Torre) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members.

4. Why is there a Settlement?

Plaintiff has made allegations against Defendant. Defendant denies all of her allegations and denies that it has done anything wrong and admits no liability. **The Court has not decided that the Plaintiff or the Defendant should win this Action. Instead, both sides agreed to a Settlement to avoid the burden and cost of litigation.** That way, they avoid the cost of a trial, and, if any allegations were proven (which may or may not occur), the Class Members would receive payment now rather than years from now.

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

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All current and former non-exempt employees who worked for Defendant in California at any time between July 22, 2021 and December 31, 2026." "Workweek" means a week worked by a Class Member during the Class Period. "Class Period" refers to the period of time from July 22, 2021 through December 31, 2026.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: [Admin contact info].

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a Settlement with a maximum value of $220,000 (the "Gross Settlement Amount"). The Gross Settlement Amount will be used: to pay the claims of Settlement Class Members; to pay the cost of providing notice to the Class and administering the Settlement (i.e., $4,250); to pay any awards of the Court for attorneys' fees (i.e., $73,333.33) and costs (i.e., $20,000) to Plaintiff's counsel; to pay any representative service payment the Court awards to Plaintiff (i.e., $7,500); and to pay the amount allocated under PAGA (i.e., $22,000, the "PAGA Penalty Amount"), which includes the 65% payment to the California Labor Workforce and Development Agency ("LWDA") (i.e., $14,300) and the 35% PAGA Group Amount distributed to the PAGA Group Members (i.e., $7,700).

Your Estimated Settlement Amount is $[ ] based on the [ ] Workweeks you worked during the Class Period, as shown in Defendant's records. Your estimated amount was calculated using Defendant's records. Individual Class Payments will be calculated and apportioned as follows:

(a) The "Net Settlement Fund" shall be calculated by subtracting, from the total of $220,000, the payments to Class Counsel, the Plaintiff, the Settlement Administrator, and the PAGA Penalty Amount.

(b) For each Class Member, the Settlement Administrator shall determine the number of Workweeks worked by them during the Class Period based on Defendant's records. The sum of the Workweeks for all Settlement Class Members shall be the "Total Workweeks."

(c) The Net Settlement Fund shall be divided by the number of Total Workweeks; the resulting figure is the "Workweek Value."

(d) For each Settlement Class Member (i.e., Class Members who do not request to be excluded from the Settlement), the Settlement Administrator will multiply the number of Workweeks he or she worked during the Class Period by the Workweek Value. The resulting figure shall be the "Individual Class Payment" for each such Settlement Class Member.

(e) For each PAGA Group Member, the Settlement Administrator shall determine the number of Pay Periods worked by them during the PAGA Period based on Defendant's Records. The sum of the Pay Periods for all PAGA Group Members shall be the "Total Pay Periods."

(f) The PAGA Group Amount shall be divided by the number of Total Pay Periods; the resulting figure is the "Pay Period Value."

(g) For each PAGA Group Member, the Settlement Administrator will multiply the number of Pay Periods he or she worked during the PAGA Period by the Pay Period Value. The resulting figure shall be the "Individual PAGA Payment" for each PAGA Group Member.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Amount you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on [date] at [time], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendant's calculation regarding my estimated Settlement Amount?

If you believe that the number of Workweeks with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by no later than _____ showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit a Workweek Dispute by mail to the Settlement Administrator at: [Admin contact info].

11. If I receive a Settlement payment, will I have to pay taxes on it?

For tax purposes, one-third (33.33%) of your Individual Class Payment will be allocated to wages and will be subject to applicable tax withholdings and reported on an IRS Form W-2. One-third (33.33%) will be allocated to interest, and one-third (33.33%) will be allocated to penalties. The interest and penalty portions will not be subject to wage withholdings and will be reported on an IRS Form 1099. You are responsible for any employee-side taxes owed on your Individual Class Payment. Defendant will separately pay any applicable employer-side payroll taxes on the wage portion of your Individual Class Payment. One hundred percent (100%) of any Individual PAGA Payment will be allocated to penalties, will not be subject to wage withholdings, and will be reported on an IRS Form 1099.

You should consult a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has ordered that the law firm of Moon Law Group, PC ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 725 S. Figueroa St, Suite 3100, Los Angeles, CA 90017, or calling them at (213) 232-3128. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendant has agreed to pay Class Counsel's attorneys' fees up to $73,333.33 and costs and expenses up to $20,000 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs yourself.

15. Will the Plaintiff receive any compensation for their efforts in bringing this Action?

The Plaintiff will request a representative service payment (also known as an "incentive" or "enhancement" award) of up to $7,500 for her service as class representative and her effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the Plaintiff.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing the Released Class Claims (defined below) against Defendant. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendant regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 23 below, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Class Settlement. If you want to be excluded, you must send a letter or postcard (also known as a "Request for Exclusion") via U.S. Mail or other delivery service that states: **(a)** the case name and number of the Action "*Michelle Ryan aka Michelle De La Torre v. Greenhouse Software, Inc.*, Case No. CGC-25-627487"; **(b)** your full name, address, and telephone number; and **(c)** a statement that you do not wish to participate in the Settlement. You must sign and date the letter or postcard for it to be valid. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) no later than _____ and sent to the Settlement Administrator at: [Admin contact info].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by any judgment entered in the Action as to the Released Class Claims, you will not be precluded from prosecuting any timely, individual claim against Defendant based on claims alleged in the Action, and you will not receive an Individual Settlement Amount.

Even if you request exclusion from the Class, however, you will still be bound by the Settlement Agreement's release of Released PAGA Claims if applicable upon final approval of the Settlement Agreement and judgment. Requests for Exclusion do not apply to PAGA Claims. All PAGA Group Members will be sent a check for their pro rata share of the PAGA Group Amount, which is civil penalties enforced on behalf of the State of California.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 21 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and a representative service payment to the Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you may object by submitting a written Objection to the Settlement Administrator at the address set forth below by the Response Deadline via U.S. Mail or other delivery service, or by appearing at the Fairness Hearing and stating your objection to the Court.

SETTLEMENT ADMINISTRATOR
[Admin contact info]

To be valid, any written objections must: **(a)** state the name and case number of the Action "*Michelle Ryan aka Michelle De La Torre v. Greenhouse Software, Inc.*, Case No. CGC-25-627487"; **(b)** state your full name, current

mailing address, most current telephone number, and last four digits of your Social Security number; **(c)** state your objection to the Settlement and the legal and/or factual basis or arguments supporting the objection; and **(d)** be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) no later than _____. You must sign and date the objection for it to be valid. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney's fees and costs. If you wish to appear at the Fairness Hearing to object to the Settlement, we ask that you include in your Objection the statement, "Notice of Intention to Appear at Fairness Hearing," or that you otherwise provide notice to the Settlement Administrator indicating your intent to appear. Doing so does not obligate you to appear.

19. What is the difference between excluding myself and objecting to the Settlement?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Settlement no longer affects you.

FAIRNESS HEARING

20. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Fairness Hearing. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a representative service payment to the Plaintiff.

21. When and where is the Fairness Hearing?

On [date] at [time], a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any Objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Jeffrey S. Ross in Department 613 of the California Superior Court, for the County of San Francisco, located at 400 McAllister St, San Francisco, CA 94102. The hearing may be postponed to a different date or time or location without notice.

22. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative First Amended Complaint filed in the Action, you may visit the Clerk's office at 400 McAllister St, San Francisco, CA 94102, to obtain the file for inspection and copying at your own expense. Some documents are also available online for a fee at: https://www.sf.courts.ca.gov/.

You may also contact Class Counsel by writing them at 725 S. Figueroa St, Suite 3100, Los Angeles, CA 90017, or calling them at (213) 232-3128.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred.

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: [Admin contact info].

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

EXHIBIT C

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MICHELLE RYAN aka MICHELLE DE LA TORRE, individually, and on behalf of other similarly situated employees, Plaintiff, v. GREENHOUSE SOFTWARE, INC.; and DOES 1 through 10, inclusive, Defendants.	Case No. CGC-25-627487 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE** Complaint Filed: July 22, 2025 FAC Filed: September 24, 2025 Trial Date: Not Set Yet

On [DATE], this Court heard the Motion for Final Approval of class action settlement as filed by Plaintiff Michelle Ryan aka Michelle De La Torre (the "Plaintiff"). This Court reviewed: (a) the motion and the supporting papers, including the Class and Representative Action Settlement Agreement and Release (the "Agreement," "Settlement," or "Settlement Agreement"), (b) any Objections filed with or presented to the Court, (c) the Parties' responses to any Objections, and (d) counsels' arguments. Based on this review and the findings below, the Court finds good cause to GRANT the motion.

1. Unless otherwise specified, defined terms in this Order Granting Final Approval of Class and Representative Action Settlement Agreement and Release (the "Final Approval Order") shall have the same definitions as used in the Settlement Agreement.

2. The Court finds that the Settlement was entered into in good faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3. With respect to the Settlement Class and for the purpose of approving the Settlement only, this Court finds and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among Class Members with respect to the subject matter of the claims in the litigation; (c) Plaintiff's claims are typical of the claims of the Class Members; (d) Plaintiff has fairly and adequately protected the interests of the Settlement Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for Plaintiff, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative capacities and for the Settlement Class.

4. The Parties adequately performed their obligations under the Agreement.

5. Notice was provided to the putative Class Members in compliance with Section 4 of the Settlement Agreement, California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The notice: (i) fully and accurately informed putative Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that putative Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement; (iii) provided procedures for putative Class Members to file written Objections to the proposed Settlement, to appear at the hearing, and to state Objections to the proposed Settlement; and (iv) provided the time, date and place of the Fairness Hearing.

6. The Gross Settlement Amount and the means of distributing the Net Settlement Fund to Settlement Class Members are fair and reasonable in light of the nature of this case.

7. Class Counsel has provided services and benefits to absent Class Members and expended efforts and resources to secure the benefits and is thus entitled to the requested attorneys' fees and costs as ordered by the Court.

8. Plaintiff prosecuted this lawsuit, worked with counsel, undertook the risks associated with litigation, acted to protect the Class' interests, and conferred a benefit on absent Class Members, and is thus entitled to receive a representative service.

9. The designated Settlement Administrator, Phoenix Class Action Administration Solutions, rendered services, and will continue to render services, in connection with administering the claims and settlement process, and is thus entitled to its requested administration fees.

10. An award of $73,333.33 in attorneys' fees and $20,000.00 in costs to Class Counsel is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this action, and the benefits obtained for the Class.

11. A representative service payment to Plaintiff in the amount of $7,500.00 is fair and reasonable in light of: (a) Plaintiff's risks (including financial and professional) in commencing this action as the class representative; (b) the time and effort spent by Plaintiff in litigating this action as the class representative; and (c) Plaintiff's broader, general release of claims.

12. Payment of $4,250.00 to Phoenix Class Action Administration Solutions for its services as the Settlement Administrator is fair and reasonable.

13. Pursuant to California Labor Code section 2699, subdivision (l)(2), the Court approves of the Settlement's provisions relating to settlement of claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff provided a copy of the Settlement Agreement to the California Labor and Workforce Development Agency ("LWDA") at the same time that Plaintiff provided it to the Court. Payment of $22,000.00 for settlement of any and all claims for which civil penalties under PAGA may be sought or are otherwise available (the "PAGA Penalty Amount") is fair and adequate. The PAGA Penalty Amount satisfies the requirements of California Labor Code section 2699, subdivision (i) because $14,300.00 (65%) of the PAGA Penalty Amount is allocated to the LWDA for the enforcement of

labor laws and education of employers, and $7,700.00 (35%) is allocated for distribution to all Class Members.

IT IS ORDERED THAT:

1. Settlement Class Members. The Class Members are defined as: "All current and former non-exempt employees who worked for Defendant in California at any time between July 22, 2021 and December 31, 2026." Excluded from the Settlement Class are those putative Class Members who submit a timely and valid Request for Exclusion.

2. Binding Effect of Final Approval Order. This Final Approval Order applies to all claims or causes of action settled under the Settlement Agreement, including any claims under PAGA, and binds all Settlement Class Members. Except with respect to claims under PAGA, this Final Approval Order does not bind persons who filed timely and valid Requests for Exclusion. Attached as "**Exhibit A**" hereto is a list of persons who properly requested to be excluded from the Settlement. Notwithstanding the submission of any timely and valid Requests for Exclusion, all PAGA Group Members are bound by the PAGA Release under this Final Approval Order and Judgment. *See Arias v. Super. Ct.*, 46 Cal. 4th 969 (2009).

3. Plaintiff's Release. Plaintiff is deemed to have released and discharged the entities and claims as described in Section 2.7 of the Settlement Agreement.

4. Class Member Release. Plaintiff and all Settlement Class Members who did not properly request exclusion are: (1) deemed to have released and discharged the Released Parties from all Released Claims under the Settlement Agreement; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these Released Claims. The full and complete terms of the releases described in this paragraph are set forth in Sections 1.29, 1.30, 1.31, 1.32, 2.7, 2.8, and 2.9 of the Settlement Agreement. Section 2.7 is applicable only to Plaintiff.

5. PAGA Release. Plaintiff and all PAGA Group Members shall on behalf of themselves and on behalf of the State of California forever discharge, waive and release the Released Parties from any and all claims or action for civil penalties under PAGA during the PAGA Period based on or arising out of the factual allegations of the Complaint, First Amended

Complaint, and/or PAGA Letter sent by Plaintiff to the LWDA, including without limitation any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 246.5, 247.5, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2800, 2802, and the applicable Industrial Commission Wage Orders. The full and complete terms of the release described in this paragraph are set forth in Sections 1.30 and 2.9 of the Settlement Agreement.

6. Class Relief. Defendant Greenhouse Software, Inc. (the "Defendant"), or the Settlement Administrator on Defendant's behalf, will distribute the Net Settlement Fund to the Settlement Class Members. The distribution shall be in accordance with the instructions and timeline set forth in Section 7 of the Settlement Agreement.

7. Attorney's Fees and Costs. Class Counsel is awarded $73,333.33 total in fees and $20,000.00 in costs. Defendant or the Settlement Administrator on Defendant's behalf must pay Class Counsel this amount according to the timeline set forth in Section 2.2 of the Settlement Agreement.

8. Representative Service Payment. Plaintiff is awarded $7,500.00 as a representative service payment. Defendant or the Settlement Administrator on Defendant's behalf must pay Plaintiff this amount according to the timeline set forth in Section 2.3 of the Settlement Agreement.

9. Payment of Settlement Administration Costs. Payment of $4,250.00 shall be made to Phoenix Class Action Administration Solutions for its services as the Settlement Administrator as set forth in the Settlement Agreement.

10. Final Accounting Report. A Party or the Parties shall file a report from the Settlement Administrator concerning the amount of money distributed pursuant to the Settlement, and this report shall be filed no later than _____.

11. Judgment. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Order as of the date of this Order.

12. Copy to LWDA. Within ten (10) days of entry of this Final Approval Order and Judgment, Plaintiff shall provide a copy of this Final Approval Order and Judgment to the LWDA, pursuant to California Labor Code section 2699, subdivisions (l)(3) & (4).

13. Court's Jurisdiction. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the Parties until final performance of the Settlement Agreement.

DATED:_____

_____
JUDGE OF THE SUPERIOR COURT