
EXHIBIT A

1 ERIC A. GROVER (SBN 136080)
egrover@kellergrover.com
2 ROBERT W. SPENCER (SBN 238491)
rspencer@kellergrover.com
3 **KELLER GROVER LLP**
4 1965 Market Street
San Francisco, California 94103
5 Telephone: (415) 543-1305
6 Facsimile: (415) 543-7861

7 DANIEL F. GAINES, (SBN 251488)
daniel@gaineslawfirm.com
8 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
9 Westlake Village, California 91362
Telephone: (818) 703-8985
10 Facsimile: (818) 703-8984

11 Attorneys for Plaintiff Barry Cole

12 JANICE P. BROWN (SBN 114433)
jbrown@meyersnave.com
13 NADIA P. BERMUDEZ (SBN 216555)
nbermudez@meyersnave.com
14 **MEYERS NAVE**
15 600 B Street, Suite 1650
16 San Diego, California 92101
Telephone: (619) 330-1700
17 Facsimile: (619) 330-1701

18 Attorneys for Defendant Xerox Corporation

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **IN AND FOR THE COUNTY OF MERCED**

21 BARRY COLE, on behalf of himself and on
22 behalf of all similarly situated individuals,

23 Plaintiff,

24 v.

25 XEROX CORPORATION, a New York
corporation, and DOES 1 through 10,
26 inclusive,

27 Defendants.

Case No. 24CV06565

CLASS ACTION

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

1 IT IS HEREBY STIPULATED, by and between Plaintiff Barry Cole (“Plaintiff”),
2 individually and on behalf of the Settlement Class, and Defendant Xerox Corporation
3 (“Defendant”), and subject to approval by the Court, that the Action is hereby compromised and
4 settled under the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action
5 Settlement and Release of Claims (the “Stipulation”) and that the Court shall make and enter
6 judgment subject to the definitions, recitals and terms set forth in this Stipulation.

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the civil action entitled *Barry Cole v. Xerox Corporation*, Merced
9 County Superior Court Case No. 24CV06565, filed on December 16, 2024.
- 10 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint Stipulation of
11 Class and PAGA Action Settlement and Release of Claims.
- 12 C. “Aggrieved Employees” means all current and former non-exempt Field Technical Service
13 Representatives who worked for Defendant in California at any time or times during the
14 PAGA Period. All individual Aggrieved Employees are also Class Members, unless they
15 opt-out of participation in the class action portion of the Settlement.
- 16 D. “Aggrieved Employee Data” means information regarding Aggrieved Employees that
17 Defendant will compile from its available existing records and provide to the Settlement
18 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all
19 the following information: (i) each Aggrieved Employee’s full name; (ii) each Aggrieved
20 Employee’s last-known address; (iii) each Aggrieved Employee’s Social Security Number;
21 and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA
22 Period.
- 23 E. “Class Counsel” means the attorneys of record for the Class Representatives and Class
24 Members, *i.e.*, Eric A. Grover and Robert W. Spencer of Keller Grover LLP, 1965 Market
25 Street, San Francisco, California 94103 and Daniel F. Gaines of Gaines & Gaines, APLC,
26 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.
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- 1 F. "Class Counsel Award" means an award of attorneys' fees, expenses, and litigation costs
2 granted to Class Counsel and paid from the Maximum Settlement Amount in recognition
3 of their efforts and risks in prosecuting the Action.
- 4 G. "Class Data" means information regarding Class Members that Defendant will compile
5 from its available and existing records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include all the following
7 information: (i) each Class Member's full name; (ii) each Class Member's last-known
8 address; (iii) each Class Member's Social Security Number; and (iv) the number of weeks
9 worked by each Class Member during the Class Period.
- 10 H. "Class Members" means all current and former non-exempt Field Technical Service
11 Representatives who worked for Defendant in California at any time or times during the
12 Class Period. An individual Class Member also may be an Aggrieved Employee if he or
13 she falls within the "Aggrieved Employee" definition.
- 14 I. "Class Period" shall mean the time period from and including March 24, 2019 through
15 October 31, 2024.
- 16 J. "Class Representative Incentive Award/General Release Payment" means the amount that
17 the Court authorizes to be paid to the Plaintiff from the Maximum Settlement Amount, in
18 addition to the Plaintiff's Individual Settlement Payment and Individual PAGA Payment,
19 in recognition of his effort and risk in assisting with the prosecution of the Action.
- 20 K. "Class Representative" means the Plaintiff Barry Cole.
- 21 L. "Complaint" means the operative Class and Representative Action Complaint filed in
22 Merced County Superior Court on December 16, 2024.
- 23 M. "Court" means the Merced County Superior Court.
- 24 N. "Defendant" means Xerox Corporation.
- 25 O. "Defense Counsel" means Janice P. Brown and Nadia P. Bermudez of Meyers Nave, 600
26 B Street, Suite 1650, San Diego, California 92101.
- 27 P. "Effective Date" shall be the date of the later of the following: (a) if there are no objections
28 submitted, at the time of entry by the Court of a final approval order and judgment finally

1 certifying the Settlement Class and approving the settlement, or (b) if there are objections
2 to the settlement, 65 calendar days after the Court enters a final approval order and
3 judgment approving the settlement, or (c) if any appeal, writ, or other appellate proceeding
4 opposing the Court's final approval order approving the settlement has been filed, five
5 business days after any appeal, writ, or other appellate proceedings opposing the settlement
6 have been finally and conclusively dismissed with no right to pursue further judicial
7 remedies or relief.

8 Q. "Final Approval Order" means the Court's order granting final approval of the Settlement.

9 R. "Individual PAGA Payment" means the amount payable to each Aggrieved Employee
10 from the PAGA Payment. An individual who is entitled to both an Individual Settlement
11 Payment and an Individual PAGA Payment will receive one check incorporating both
12 amounts.

13 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
14 Amount to each Settlement Class Member. An individual who is entitled to both an
15 Individual Settlement Payment and an Individual PAGA Payment will receive one check
16 incorporating both amounts.

17 T. "LWDA" means the California Labor & Workforce Development Agency.

18 U. "LWDA Payment" means the 75% of the \$25,000 PAGA Payment (i.e., \$18,750) that will
19 be paid to the LWDA pursuant to PAGA.

20 V. "Maximum Settlement Amount" means \$650,000, which includes all payments to
21 Settlement Class members, payment of the Class Counsel Award, payment of the Class
22 Representative Incentive Awards/General Release Payments, the PAGA Payment, and
23 payment to the Settlement Administrator for settlement administration expenses. The
24 Maximum Settlement Amount does not include employer-side payroll taxes, which shall
25 be paid by Defendant separate from, and in addition to, the Maximum Settlement Amount.
26 This is an all-in and non-reversionary Settlement. Other than as provided in Paragraph
27 III.M.2.(a).(3), in no event shall Defendant be liable for more than the Maximum
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- 1 Settlement Amount of \$650,000 (plus the employer-side payroll taxes) under this
2 Agreement.
- 3 W. “Net Settlement Amount” means the amount that remains after deducting the Class
4 Representative Incentive Award/General Release Payment (estimated to be \$10,000), the
5 Class Counsel Award (estimated to be \$216,667 in fees and no more than \$25,000 in
6 costs), the PAGA Payment (\$25,000), and the Settlement Administration Costs (capped at
7 no more than \$7,500) from the Maximum Settlement Amount, resulting in a Net
8 Settlement Amount of an estimated \$365,833.
- 9 X. “Notice of Class and PAGA Action Settlement” means the notice substantially similar to
10 the notice attached to this Stipulation as **Exhibit 1**, which will be mailed in an envelope
11 containing language substantially similar to the exemplar envelope attached to this
12 Stipulation as **Exhibit 2**.
- 13 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor
14 Code §§ 2698, *et seq.*
- 15 Z. “PAGA Payment” means the \$25,000 portion of the Maximum Settlement Amount that is
16 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$6,250) of
17 which will be paid to the Aggrieved Employees and 75% (\$18,750) of which will be paid
18 to the LWDA.
- 19 AA. “PAGA Period” means the period from and including March 13, 2022 through October 31,
20 2024.
- 21 BB. “PAGA Released Claims” means any and all claims for civil penalties under PAGA based
22 on the labor code violations alleged in the PAGA notice sent by Plaintiff to the LWDA.
- 23 CC. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
24 Plaintiff or Defendant, individually.
- 25 DD. “Payment Ratio – Aggrieved Employee” means the respective number of Qualified Pay
26 Periods for each Aggrieved Employee divided by the total number of Qualified Pay
27 Periods for all Aggrieved Employees.
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1 EE. "Payment Ratio – Class Member" means the respective number of Qualified Workweeks
2 worked by an individual Settlement Class Member who do not opt-out of the class action
3 portion of the Settlement divided by the total number of Qualified Workweeks worked by
4 all Settlement Class Members who do not opt-out of the class action portion of the
5 Settlement.

6 FF. "Plaintiff" shall mean the named Plaintiff Barry Cole.

7 GG. "Preliminary Approval Date" means the date on which the Court enters an order granting
8 preliminary approval of the Settlement.

9 HH. "Preliminary Approval Order" means an order granting preliminary approval of the
10 Settlement.

11 II. "Qualified Pay Periods" means and includes any and all pay periods (as reflected in
12 Defendant's records) during which one or more Aggrieved Employees performed work for
13 Defendant in California during the PAGA Period.

14 JJ. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that will be set
15 up by the Settlement Administrator and into which the Maximum Settlement Amount shall
16 be deposited and from which disbursements shall be made.

17 KK. "Qualified Workweeks" means and includes any weeks during which Class Members
18 performed work for Defendant in California during the Class Period (as reflected in
19 Defendant's records of each Class Member's dates of employment and pay records).

20 LL. "Released Claims" means and includes all any and all causes of action, claims, rights,
21 statutory damages, penalties, liabilities, expenses, and losses against the Released Parties
22 arising between March 24, 2019 and October 31, 2024, inclusive, under state, federal, or
23 local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the
24 Complaint (i.e., Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1174, 1174.5, 1194,
25 1194.2, 1197, and 2802 and Business & Professions Code §§ 17200, *et seq.* based on
26 alleged violations of these Labor Code provisions) and all other potential claims
27 reasonably related to or arising out of the same set of facts pleaded in the Complaint, such
28 as those under the California Labor Code, Wage Orders, regulations, and/or other

provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

MM. “Released Parties” shall mean Defendant Xerox Corporation and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

NN. “Response Deadline” means the date 45 calendar days after the Settlement Administrator first mails the Notice of Class and PAGA Action Settlement to Class Members and is the last date on which Class Members may submit Requests for Exclusion or a Notice of Objection to the Settlement. Class Members may only submit Requests for Exclusion with respect to the class action component of this settlement. Aggrieved Employees shall have no right to opt out of the PAGA portion of the Settlement. .

OO. “Settlement” means the disposition of the Action pursuant to this Agreement.

PP. “Settlement Administrator” means Simpluris, Inc..

QQ. “Settlement Class Members” means all Class Members who do not submit a valid Request for Exclusion. All Settlement Class Members will automatically receive an Individual Settlement Payment without the need to submit a claim form. Settlement Class Members will release all of the Released Claims and be bound by all terms of the Settlement and any final judgment entered in this Action.

II. RECITALS

A. Class Certification. The Parties stipulate and agree to certification for purposes of this Settlement only. This Agreement is subject to approval by the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as provided herein, class certification shall immediately be set aside and the Settlement Class immediately decertified, subject to further proceedings on the motion of any party to certify or deny certification thereafter. The Parties’ willingness

1 to stipulate to class certification as part of the Settlement shall have no bearing on, and
2 shall not be admissible in or considered in connection with, the issue of whether a class
3 should be certified in a non-settlement context in this Action and shall have no bearing on,
4 and shall not be admissible or considered in connection with, the issue of whether a class
5 should be certified in any other lawsuit.

6 B. Settlement Negotiations. The Parties participated in a private mediation session with
7 respected mediator Daniel J. Turner, Esq. and engaged in good faith, arms-length
8 settlement negotiations. As part of the process, the Parties exchanged the information
9 necessary to engage in productive settlement negotiations. The negotiations resulted in the
10 Settlement described in this Stipulation to resolve this Action in its entirety.

11 C. Benefits of Settlement to Settlement Class Members. Plaintiff and Class Counsel
12 recognize the expense and length of continued proceedings that would be necessary to
13 litigate their disputes through trial and through any possible appeals. Plaintiff also has
14 taken into account the uncertainty and risks regarding the outcome of further litigation and
15 the difficulties and delays inherent in any such litigation. Plaintiff and Class Counsel also
16 are aware of the burdens of proof necessary to establish liability for the claims asserted in
17 the Action, both generally and in response to Defendant's defenses thereto, and the
18 difficulties in establishing damages and civil penalties for the Class Members and
19 Aggrieved Employees. Based on these factors, Plaintiff and Class Counsel have
20 determined that the terms set forth in this Agreement represent a fair, adequate, and
21 reasonable settlement and are in the best interests of the Class Members, the LWDA, and
22 the Aggrieved Employees.

23 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
24 this litigation would be protracted and expensive for all Parties. Substantial amounts of
25 Defendant's time and resources have been and, unless this Settlement is made, will
26 continue to be devoted to the defense of the claims asserted by Plaintiff. In reaching its
27 decision to enter into this Settlement, Defendant also has taken into account the risks of
28 further litigation. Defendant denies each of the allegations and claims asserted against it in

1 the Action. Despite continuing to contend that it is not liable for any of the claims that
2 Plaintiff has asserted, Defendant nonetheless has agreed to settle in the manner and upon
3 the terms set forth in this Agreement to put to rest the claims asserted in the Action.

4 E. Class Members' Claims. The Class Representative contends that the allegations have
5 merit and give rise to liability on Defendant's part. This Agreement is a compromise of
6 disputed claims. The monies being paid as part of the Settlement are genuinely disputed
7 and the Parties agree that the provisions of California Labor Code § 206.5 are not
8 applicable to this Settlement. Because there is a good faith dispute as to whether any
9 wages are due, the release of claims does not violate California Labor Code § 206.5, which
10 provides in pertinent part as follows:

11 An employer shall not require the execution of any release of any claim or
12 right on account of wages due or to become due, or made as an advance on
wages to be earned, unless payment of such wages has been made.

13 Cal. Lab. Code §206.5(a). Nothing contained in this Agreement, no documents referred to
14 in this Agreement, and no action taken to carry out this Agreement may be construed or
15 used as an admission by or against the Class Members or Class Counsel regarding the
16 merits or lack of merit of the claims asserted.

17 F. Aggrieved Employees' Claims. Plaintiff contends that the PAGA allegations have merit
18 and give rise to liability on the part of Defendant. This Agreement is a compromise of
19 disputed claims. The monies being paid as part of the settlement are genuinely disputed
20 and the Parties agree that the provisions of Labor Code § 206.5 are not applicable to this
21 settlement. Nothing contained in this Agreement, no documents referred to in this
22 Agreement and no action taken to carry out this Agreement may be construed or used as an
23 admission by or against the Aggrieved Employees or Class Counsel as to the merits or lack
24 of merit of the claims asserted.

25 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA
26 Released Claims have no merit and do not give rise to liability. This Agreement is a
27 compromise of disputed claims. The monies being paid as part of the Settlement are
28 genuinely disputed and the Parties agree that the provisions of California Labor Code §

206.5 are not applicable to this Settlement. Because there is a good faith dispute as to whether any wages are due, the release of claims does not violate California Labor Code § 206.5. Nothing contained in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack of merit of the claims asserted.

III. TERMS OF AGREEMENT

- A. Settlement Consideration to be paid by Defendant. Defendant shall pay the monetary sums specified in this Agreement, i.e., the Maximum Settlement Amount. Other than as provided in Paragraph III.M.2.(a).(3), in no event shall Defendant be required to pay more than the Maximum Settlement Amount (plus the employer-side payroll taxes).
- B. Limited Release by All Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members will fully release and discharge the Released Parties from the Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action and legal theories of recovery in this Action which are the subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and Settlement Class Members shall be deemed to have, and, by operation of the final judgment approved by the Court shall have, fully, finally, and forever settled and released all of the Released Claims as defined in this Agreement.
- C. General Release by Plaintiff Only. In addition to the release in Section III.B, in exchange for the consideration set forth in this agreement, Plaintiff makes the additional following general release of all claims, known or unknown: Plaintiff releases Defendant and the Released Parties, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,

1 regulation, or ordinance arising out of, relating to, or in connection with Plaintiff's
2 employment with Defendant through the end of the Release Period as well as any and all
3 acts or omissions by or on the part of Defendant through the end of the Release Period.
4 (The release set forth in this Paragraph shall be referred to hereinafter as the "Plaintiff's
5 General Release.") With respect to the Plaintiff's General Release, the Plaintiff stipulates
6 and agrees that, upon the Effective Date, Plaintiff shall be deemed to have expressly
7 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
8 benefits of Section 1542 of the California Civil Code, or any other similar provision under
9 federal or state law, which provides:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
11 **THAT THE CREDITOR OR RELEASING PARTY DOES**
12 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
13 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
14 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
16 **WITH THE DEBTOR OR RELEASED PARTY.**

17 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement
18 are found hereafter to be other than or different from the facts now believed to be true, the
19 release of claims contained in the Plaintiff's General Release shall be effective as to all
20 unknown claims.

21 However, specifically excluded from this general release of claims by Plaintiff are any
22 claims for or relating to workers' compensation, unemployment insurance, or any other
23 claims that cannot be waived by law.

24 D. PAGA Release: As of the Effective Date, Plaintiff, individually and as a representative
25 acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency,
26 in this Action, agrees to release the Released Parties of and from any and all claims for
27 civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private
28 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the PAGA
notices Plaintiff sent to the LWDA for the PAGA Period, i.e., the "PAGA Released
Claims." To avoid and prevent doubt, the Parties agree that the judgment to be entered by

1 the Court following approval of this settlement forever bars Plaintiff and the LWDA,
2 directly or through any other proxy or agent, from any future prosecution of any of the
3 PAGA Released Claims against any of the Released Parties.

4 E. Conditions Precedent: This Settlement will become final and effective only upon the
5 occurrence of all the following events:

- 6 1. The Court enters a Preliminary Approval Order granting preliminary approval to the
7 Settlement;
- 8 2. The Court enters a Final Approval Order and a judgment;
- 9 3. The final Effective Date occurs; and
- 10 4. Defendant does not invoke its right to revoke the Settlement as described in
11 Paragraph III.S herein.

12 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or
13 final approval of this Agreement with prejudice, the Settlement fails to become effective,
14 or it is reversed, withdrawn or modified by the Court, or the Court in any way prevents or
15 prohibits Defendant from obtaining a complete resolution of the claims as described
16 herein:

- 17 1. This Agreement shall be void ab initio and of no force or effect, and shall not be
18 admissible in any judicial, administrative or arbitral proceeding for any purpose or
19 with respect to any issue, substantive or procedural;
- 20 2. The conditional class certification (obtained for any purpose) shall be void ab initio
21 and of no force or effect, and shall not be admissible in any judicial, administrative or
22 arbitral proceeding for any purpose or with respect to any issue, substantive or
23 procedural; and
- 24 3. None of the Parties to this Settlement will be deemed to have waived any claims,
25 objections, defenses or arguments in the Action.

26 G. Certification of the Settlement Class. The Parties stipulate to conditional class certification
27 of the Settlement Class for the Class Period for purposes of settlement only as follows:

- 28 1. Plaintiff Barry Cole shall be appointed as the Class Representative.

1 2. The Parties stipulate that Eric A. Grover and Robert W. Spencer of Keller Grover
2 LLP and Daniel F. Gaines of Gaines & Gaines, APLC shall be appointed as Class
3 Counsel.

4 3. In the event that the Court denies preliminary or final approval of this Settlement
5 Agreement with prejudice, it fails to become effective, or it is reversed, withdrawn or
6 modified by the Court, or in any way prevents or prohibits Defendant from obtaining
7 a complete resolution of the claims as described herein, the conditional class
8 certification (obtained for any purpose) shall be void ab initio and of no force or
9 effect, and shall not be admissible in any judicial, administrative or arbitral
10 proceeding for any purpose or with respect to any issue, substantive or procedural.

11 H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of
12 the payments called for by this Stipulation, and Plaintiff, Settlement Class Members,
13 Aggrieved Employees and Defendant are not relying on any statement or representation by
14 the Parties in this regard. Plaintiff and Settlement Class Members understand and agree
15 that they will be responsible for the payment of their respective portions of any taxes and
16 penalties assessed on the Class Representative Incentive Award/General Release Payment,
17 Individual Settlement Payments, and Individual PAGA Payments described in this
18 Stipulation and will be solely responsible for any penalties or other obligations resulting
19 from their personal tax reporting of all such payments.

20 I. Circular 230 Disclaimer. Each Party to this Agreement, including the Settlement Class
21 Members, acknowledges and agrees that: (1) no provision of this Agreement, and no
22 written communication or disclosure between or among the Parties or their attorneys and
23 other advisers, is or was intended to be, nor shall any such communication or disclosure
24 constitute or be construed or be relied upon as, tax advice within the meaning of United
25 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
26 acknowledging party: (a) has relied exclusively upon his, her or its own, independent legal
27 and tax counsel for advice (including, as to tax counsel, tax advice) in connection with this
28 Agreement, (b) has not entered into this Agreement based upon the recommendation of any

1 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon
2 any communication or disclosure by any attorney or adviser to any other party to avoid any
3 tax penalty that may be imposed on the acknowledging party; and (3) no attorney or
4 adviser to any other Party has imposed any limitation that protects the confidentiality of
5 any such attorney's or adviser's tax strategies (regardless of whether such limitation is
6 legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
7 structure of any transaction, including any transaction contemplated by this Agreement.

8 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the
9 Court a Motion for Preliminary Approval and supporting papers, which shall include this
10 Agreement. Plaintiff shall provide a courtesy draft of these papers to Defense Counsel at
11 least five calendar days before filing the documents.

12 K. Settlement Administrator. By accepting the role as Settlement Administrator, the
13 Settlement Administrator is bound to all of the terms, conditions, and obligations described
14 in this Settlement Agreement. Among these obligations, the Settlement Administrator
15 shall have sole and exclusive responsibility for calculating Individual Settlement Payments
16 and Individual PAGA Payments; processing and transmitting payments to the Class
17 Representative, Class Counsel, the LWDA, Settlement Class Members, and Aggrieved
18 Employees; printing the Notice of Class and PAGA Action Settlement and mailing it to the
19 Class Members and Aggrieved Employees as directed by the Court; receiving, processing,
20 and reporting Requests for Exclusion and Notices of Objection; sending a postcard
21 reminder to Settlement Class Members and Aggrieved Employees 30 days before the
22 check void date; distributing tax forms; providing declaration(s) as necessary in support of
23 preliminary and/or final approval of this Agreement; and such other tasks as the Parties
24 mutually agree or the Court orders the Settlement Administrator to perform. The
25 Settlement Administrator shall keep the Parties timely apprised of the performance of all of
26 the Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have
27 no responsibility for validating or ensuring the accuracy of the Settlement Administrator's
28 work. Plaintiff, Class Counsel, Defendant, and Defense Counsel shall not bear any

responsibility for errors or omissions in the calculation or distribution of Individual Settlement Payments, Individual PAGA Payments or any other distribution of monies contemplated by this Agreement.

L. Notice Procedure.

1. Class Data and Aggrieved Employee Data. No later than 21 calendar days after the Preliminary Approval Date and only after Defendant receives sufficient and reasonable assurance that the Settlement Administrator will maintain the confidentiality of the Class Data and the Aggrieved Employee Data, Defendant shall provide the Settlement Administrator with the Class Data and Aggrieved Employee Data for purposes of preparing and mailing the Notice of Class and PAGA Action Settlement to Class Members and Aggrieved Employees, as well as undertaking its other obligations. The Settlement Administrator shall be obligated to keep the Class Data and Aggrieved Employee Data confidential and shall take reasonable and necessary precautions to maintain the confidentiality of the data. The Settlement Administrator shall not distribute or use the Class Data, Aggrieved Employee Data or any information contained therein for any purpose other than to administer this settlement.

2. Notice of Class and PAGA Action Settlement.

a) The Notice of Class and PAGA Action Settlement shall be in a form substantially similar to the form attached to this Stipulation as **Exhibit 1**. The Notice of Class and PAGA Action Settlement shall instruct Class Members and Aggrieved Employees to keep the Settlement Administrator apprised of their current mailing addresses, to which the Settlement Payments will be mailed following the Effective Date. The Notice of Class and PAGA Action Settlement shall set forth the release to be given by Settlement Class Members in exchange for an Individual Settlement Payment.

b) The Notice of Class and PAGA Action Settlement shall be individualized by inclusion of each Class Member's number of Qualified Workweeks and

1 Qualified Pay Periods and the Settlement Administrator's calculation of each
2 Class Member's estimated gross Individual Settlement Payment if that Class
3 Member does not request exclusion from the Settlement and each Aggrieved
4 Employee's estimated Individual PAGA Payment.

5 3. Notice By First Class U.S. Mail. Upon receipt of the Class and Aggrieved Employee
6 Data, the Settlement Administrator will perform a search based on the National
7 Change of Address Database to update and correct any known or identifiable address
8 changes. No later than 14 calendar days after receiving the Class and Aggrieved
9 Employee Data from Defendant as provided in this Stipulation, the Settlement
10 Administrator shall mail copies of the Notice of Class and PAGA Action Settlement
11 to all Class Members and Aggrieved Employees via regular First Class U.S. Mail.
12 The Settlement Administrator shall exercise its best judgment to determine the
13 current mailing address for each Class Member and Aggrieved Employee. The
14 address identified by the Settlement Administrator as the current mailing address
15 shall be presumed to be the best mailing address for each Class Member and
16 Aggrieved Employee.

17 4. Undeliverable Notices. Any Notice of Class and PAGA Action Settlement that is
18 returned to the Settlement Administrator as not having been delivered on or before
19 the Response Deadline shall be re-mailed to the forwarding address affixed to it. If
20 no forwarding address is provided, the Settlement Administrator promptly shall
21 attempt to determine a correct address by lawful use of skip-tracing and by other
22 searches using the name, address and Social Security number of the Class Member or
23 Aggrieved Employee involved and, if another mailing address is identified by the
24 Settlement Administrator, then shall perform a re-mailing to that Class Member or
25 Aggrieved Employee. In addition, if any Notices of Class and PAGA Action
26 Settlement that are addressed to Class Members or Aggrieved Employees who are
27 employed by Defendant at the time of mailing are returned to the Settlement
28 Administrator as non-delivered and no forwarding address is provided, the

1 Settlement Administrator shall so notify Defendant. Defendant then will request that
2 the currently-employed Class Member or Aggrieved Employee provide a corrected
3 address and will transmit to the Administrator any corrected address provided by the
4 Class Member or Aggrieved Employee.

5 5. Disputes Regarding Qualified Workweeks. A Class Member who disagrees with the
6 number of Qualified Workweeks stated on that Class Member's Notice of Class and
7 PAGA Action Settlement will have the opportunity to provide documentation and/or
8 an explanation to show a different number of weeks having been worked during the
9 Class Period. If there is a dispute, the Settlement Administrator will consult with the
10 Parties to determine whether an adjustment is warranted. The Settlement
11 Administrator shall determine the eligibility for, and the amounts of, any Individual
12 Settlement Payments under the terms of this Agreement. The Settlement
13 Administrator's determination of the eligibility for and the amount of any Individual
14 Settlement Payment shall be binding upon the Settlement Class Member and the
15 Parties.

16 6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
17 Settlement Administrator concerning the administration of the Settlement will be
18 resolved by the Court under the laws of the State of California. Before any such
19 involvement of the Court, counsel for the Parties will confer in good faith to resolve
20 the disputes without the need to involve the Court.

21 7. Requests for Exclusion.

22 a) The Notice of Class and PAGA Action Settlement shall state that Class
23 Members who wish to exclude themselves from the class action Settlement
24 must submit a written Request for Exclusion by the Response Deadline to the
25 address provided in the Notice of Class and PAGA Action Settlement. The
26 written Request for Exclusion must state that the Class Member wishes to
27 exclude himself or herself from the class action Settlement and: (1) must
28 contain the name, address, and the last four digits of the Social Security

1 Number of the person requesting exclusion; (2) must be signed by the Class
2 Member; (3) must be postmarked by the Response Deadline and returned to the
3 Settlement Administrator at the specified address; and (4) must contain a
4 typewritten or handwritten notice stating, in substance, as follows: "I wish to
5 opt out of the Settlement of the class action lawsuit entitled *Cole v. Xerox*."

6 b) The Request for Exclusion will not be valid unless it both: (1) is timely
7 submitted; and (2) complies with the requirements set forth above in Paragraph
8 III.L.7(a). The date of the postmark on the return mailing envelope for the
9 Request for Exclusion shall be the exclusive means used to determine whether
10 the Request for Exclusion was timely submitted. If the Settlement is approved
11 by the Court, Class Members who have failed to submit a valid and timely
12 written Request for Exclusion on or before the Response Deadline shall be
13 Settlement Class Members who are bound by all terms of the Settlement and
14 any final judgment entered in this Action.

15 c) Any Class Member who requests to be excluded from the class action
16 Settlement will not be entitled to an Individual Settlement Payment and will
17 neither be bound by the terms of the class action Settlement nor have any right
18 to object to, appeal from or comment on the class action Settlement. Nothing in
19 this Settlement Agreement will constitute or be construed as a waiver of any
20 defense that Defendant or the Released Parties have or could assert against
21 anyone who timely serves a Request for Exclusion.

22 d) Aggrieved Employees cannot request to be excluded from the settlement of the
23 PAGA Released Claims. Class Members who are also Aggrieved Employees
24 cannot request to be excluded from the settlement of the PAGA Released
25 Claims.

26 e) No later than five calendar days after the Response Deadline, the Settlement
27 Administrator shall provide counsel for the Parties with a final list of the Class
28 Members who have timely submitted written Requests for Exclusion.

1 f) At no time shall any of the Parties or their counsel solicit or otherwise
2 encourage Class Members to submit Requests for Exclusion from the
3 Settlement.

4 8. Objections.

5 a) The Notice of Class and PAGA Action Settlement shall state that Class
6 Members who wish to object to the Settlement must mail to the Settlement
7 Administrator, at the address provided in the Notice of Class and PAGA Action
8 Settlement, a written statement of objection (“Notice of Objection”) by the
9 Response Deadline. The postmark date of mailing shall be deemed to be the
10 exclusive means for determining whether a Notice of Objection was timely
11 submitted.

12 b) Class Members who submit a timely Notice of Objection will have a right to
13 appear at the final approval hearing to have their objections heard by the Court.
14 The Notice of Objection must be signed by the Class Member and state: (1) the
15 case name and number; (2) the name of the Class Member; (3) the address of
16 the Class Member; (4) the last four digits of the Class Member’s Social
17 Security Number; (5) the basis for the objection and any supporting documents;
18 and (6) whether or not the Class Member intends to appear at the final approval
19 hearing. Class Members who fail to make objections in the manner specified
20 above may be deemed to have waived any objections and to be foreclosed from
21 making any objections to the Settlement, whether by appeal or otherwise. The
22 failure to submit a written objection does not waive a Settlement Class
23 Member’s right to appear and orally object at the final approval hearing.

24 c) At no time shall any of the Parties or their counsel seek to solicit or otherwise
25 encourage Class Members to file or serve written objections to the Settlement
26 or to appeal from the Final Approval Order.

27 d) Class Members who submit a written Request for Exclusion are not entitled to
28 object to the Settlement. If a Class Member submits both a Request for

1 Exclusion and a Notice of Objection, the Request for Exclusion will be valid
2 and the Notice of Objection will be invalid.

3 e) The Settlement Administrator shall send all Notices of Objection it receives to
4 Class Counsel and Defense Counsel promptly. Class Counsel will be
5 responsible for filing any such objections with the Court before the final
6 approval hearing. Plaintiff and/or Defendant may file oppositions to any
7 Notices of Objection no later than 10 calendar days before the date of the final
8 approval hearing.

9 f) Aggrieved Employees cannot object to the settlement of the PAGA Released
10 Claims. Class Members who are also Aggrieved Employees cannot object to
11 the settlement of the PAGA Released Claims. Any such objections by
12 Aggrieved Employees or by Class Members who are Aggrieved Employees
13 shall be deemed invalid.

14 g) Defendant shall not be responsible for the fees, costs, or expenses incurred by
15 Plaintiff, Class Counsel or Class Members arising from or related to any
16 objection to the Settlement Agreement or related to any appeals thereof.

17 M. Funding and Allocation of the Maximum Settlement Amount. This is an all-in and non-
18 reversionary settlement in which Defendant is required to pay the entirety of the Maximum
19 Settlement Amount plus the employer-side payroll taxes. No amount of the Maximum
20 Settlement Fund will revert to Defendant. Upon satisfaction of the preconditions described
21 in this Settlement and pursuant to the timeline and instructions below, Defendant will
22 deposit the Maximum Settlement Amount into a Qualified Settlement Fund (“QSF”) to be
23 established by the Settlement Administrator.

24 1. Funding Due Date. No later than 28 calendar days after the Effective Date,
25 Defendant shall provide the Maximum Settlement Amount (plus the employer’s
26 share of the payroll taxes) to the Settlement Administrator to fund the Settlement as
27 set forth in this Agreement.

28 2. Payments to Settlement Class Members and Aggrieved Employees.

1 a) Calculation of Individual Settlement Payments. Every Settlement Class
2 Member is entitled to an Individual Settlement Payment without the need to
3 submit a claim form. Individual Settlement Payments shall be paid from the
4 Net Settlement Amount and shall be paid under the formula set forth in this
5 Stipulation.

6 (1) Using the Class Data, the Settlement Administrator will calculate the total
7 number of Qualified Workweeks for all Settlement Class Members. The
8 number of Qualified Workweeks for each Settlement Class Member then
9 will be divided by the total number of Qualified Workweeks for all
10 Settlement Class Members. The result of that division will be the
11 “Payment Ratio” for each Settlement Class Member. Each Settlement
12 Class Member’s Payment Ratio then will be multiplied by the Net
13 Settlement Amount to calculate that Settlement Class Member’s share of
14 the Net Settlement Amount, except no gross Individual Settlement
15 Payment will be less than \$25. A share of the Net Settlement Amount will
16 be provided only to those individuals who satisfy the definition of
17 Settlement Class Members, *i.e.*, Class Members who do not submit a
18 timely and valid Request for Exclusion.

19 (2) The Parties recognize and agree that the formula provided in this
20 Stipulation for allocating the Net Settlement Amount to be paid to the
21 Settlement Class Members is reasonable and designed to provide a fair
22 settlement to the Settlement Class Members.

23 (3) Defendant represents that the Settlement Class members have worked
24 approximately 61,000 Qualified Workweeks. Should the total number of
25 Qualified Workweeks exceed 61,000 by more than 5% (*i.e.*, if there are
26 more than 64,050 workweeks), Defendant shall have the option to either
27 (i) increase the Maximum Settlement Amount by increasing the Net
28 Settlement Amount only and proportionally to the increase in workweeks

1 above 5%. (For example, if the actual number of Qualified Workweeks
2 is 2% greater than 64,050, then the Net Settlement Amount will increase
3 by 2%.), or (ii) shorten the release period to an earlier date when the
4 number of Qualified Workweeks reaches but does not exceed 64,050. If
5 triggered, Defendant must exercise its chosen option before the Class
6 Data is provided to the Settlement Administrator. Option (i) (increasing
7 the Net Settlement Amount) is the default option if Defendant fails to
8 make a timely election.

9 b) Calculation of Individual PAGA Payments: Using the Aggrieved Employee
10 Data, the Settlement Administrator will calculate the total number of Qualified
11 Pay Periods for all Aggrieved Employees. The number of Qualified Pay
12 Periods for each Aggrieved Employee then will be divided by the total number
13 of Qualified Pay Periods for all Aggrieved Employees. The result of that
14 division will be the Payment Ratio for each Aggrieved Employee. Each
15 Aggrieved Employee's Payment Ratio then will be multiplied by the \$6,250
16 portion of the PAGA Payment that is allocated for distribution to the Aggrieved
17 Employees to calculate each Aggrieved Employee's Individual PAGA
18 Payment.

19 c) Tax Allocation. For tax purposes, Individual Settlement Payments shall be
20 allocated and treated as follows: 1) two-thirds as payment for alleged unpaid
21 interest, alleged unpaid business expense reimbursement, and alleged unpaid
22 statutory penalties; and 2) one-third as wages. For tax purposes, Individual
23 PAGA Payments shall be allocated and treated as 100% penalties. The
24 Settlement Administrator will be responsible for issuing and mailing all
25 required IRS Form 1099s.

26 d) Mailing. The Individual Settlement Payments and Individual PAGA Payments
27 shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
28

and Aggrieved Employees' last known mailing addresses no later than 42 calendar days after the Effective Date.

- e) Uncashed Checks. All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days from the date of their issuance. In the event any Individual Settlement Payment or Individual PAGA Payment settlement checks have not been cashed by the check cashing deadline, upon Court approval, the Settlement Administrator shall tender to Legal Aid at Work (<https://legalaidatwork.org/>) the funds represented by any such uncashed checks.

3. Class Representative Incentive Award/General Release Payment.

- a) Plaintiff will apply for a Class Representative Incentive Award/General Release Payment of up to \$10,000 for his time, effort, and risk in bringing and prosecuting this Action. The Class Representative Incentive Award/General Release Payment shall be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment.
- b) The Settlement Administrator shall pay the Class Representative Incentive Awards/General Release Payment to Plaintiff from the Maximum Settlement Amount no later than 42 calendar days after the Effective Date. Any portion of the requested Class Representative Incentive Award/General Release Payment that is not awarded to the Class Representative shall become part of the Net Settlement Amount.
- c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Incentive Award/General Release Payment. Plaintiff shall be solely and legally responsible to pay all applicable taxes on the Class Representative Incentive Awards/General Release Payment and Plaintiff shall hold Defendant and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising because of Plaintiff's Class Representative Incentive Award/General Release Payment.

1 d) If the Court reduces or does not approve the requested Class Representative
2 Incentive Award/General Release Payment, Plaintiff shall not have the right to
3 revoke this Settlement Agreement, and it will remain binding, nor will Plaintiff
4 seek, request, or demand an increase in the Maximum Settlement Amount on
5 that basis.

6 4. Class Counsel Award.

7 a) In consideration for settling the Action and in exchange for the release of the
8 Released Parties for all Released Claims and for the resolution of the PAGA
9 Released Claims, Class Counsel intends to apply for an award of attorneys' fees
10 not to exceed one-third (33.33%) of the Maximum Settlement Amount (i.e.,
11 \$216,667 of the \$650,000 Maximum Settlement Amount), plus actual costs and
12 litigation expenses estimated not to exceed \$25,000.

13 b) Class Counsel, Plaintiff, Settlement Class Members, and the Aggrieved
14 Employees will not apply to the Court for any payment of attorneys' fees and
15 costs that are in addition to the foregoing. The Parties agree that, over and
16 above the Court-approved Class Counsel Award, each of the Parties, including
17 each Settlement Class Member and Aggrieved Employee, shall bear his, her or
18 its own fees and costs, including, but not limited to, those related to the
19 investigation, filing, prosecution, or settlement of the Action; the negotiation,
20 execution, or implementation of this Agreement; and/or the process of
21 obtaining, administering, or challenging a Preliminary Approval Order and/or
22 Final Approval Order.

23 c) Any portion of the requested Class Counsel Award that is not awarded to Class
24 Counsel shall be part of the Net Settlement Amount and shall be distributed to
25 Settlement Class Members as provided in this Agreement.

26 d) The Settlement Administrator shall pay the Class Counsel Award to Class
27 Counsel from the Maximum Settlement Amount no later than 42 calendar days
28 after the Effective Date.

- 1 e) Class Counsel shall be solely and legally responsible to pay all applicable taxes
2 on the payment made pursuant to this Paragraph III.M.4. The Settlement
3 Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the
4 payments made pursuant to this Paragraph.
- 5 f) In the event that the Court reduces or does not approve the requested Class
6 Counsel Award, Plaintiff and Class Counsel shall not have the right to modify
7 or revoke the Settlement, or to appeal such order, and the Settlement will
8 remain binding, and neither Plaintiff nor Class Counsel shall seek, request, or
9 demand an increase in the Maximum Settlement Amount on that basis.
- 10 5. PAGA Payment. \$25,000 shall be allocated from the Maximum Settlement Amount
11 for settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA
12 Payment.” The Settlement Administrator shall pay 75% of that \$25,000 payment,
13 i.e., \$18,750, to the LWDA (the “LWDA Payment”) and the remaining 25% of that
14 \$25,000 payment, i.e., \$6,250, to the Aggrieved Employees according to the formula
15 described in Paragraph III.M.2.(b). The payment shall be made no later than 42
16 calendar days after the Effective Date. Class Counsel will take all action required by
17 California Labor Code § 2699(l).
- 18 6. Settlement Administration Costs. The Settlement Administrator shall be paid from
19 the Maximum Settlement Amount for the costs of administration of the Settlement.
20 The Settlement Administrator has agreed to a fee not to exceed \$7,500. The
21 Settlement Administrator shall be paid for the settlement administration costs no later
22 than 42 calendar days after Defendant provides funds to the Settlement Administrator
23 for disbursement under this Agreement.
- 24 N. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
25 accomplish the terms of this Settlement Agreement, including but not limited to executing
26 the necessary documents and taking such other action as reasonably may be necessary to
27 implement the terms of this Settlement Agreement. As soon as practicable after executing
28 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of

1 Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary
2 and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in
3 the settlement administration process. The Parties each represent they do not have any
4 financial interest in the Settlement Administrator or otherwise have a relationship with the
5 Settlement Administrator that could create a conflict of interest. Class Counsel also will
6 notify Defense Counsel if subpoenaed or upon receipt of any other request for documents
7 or information regarding any other action filed or potential action against the Released
8 Parties that covers or includes any Settlement Class Members and the Released Claims or
9 any Aggrieved Employees and the PAGA Released Claims.

10 O. Preliminary Approval Motion. Plaintiff will file a motion to request preliminary approval
11 of the settlement, entry of a Preliminary Approval Order for preliminary approval of the
12 proposed Agreement, and the setting of a date for a final-approval hearing. The
13 Preliminary Approval Order shall provide for the Notice of Class and PAGA Action
14 Settlement to be sent to all Class Members as specified in this Stipulation. In conjunction
15 with the preliminary approval motion, Plaintiff shall submit this Agreement, which sets
16 forth the terms of this settlement, and will include the proposed Notice of Class and PAGA
17 Action Settlement.

18 P. Final Approval Motion. No later than 16 court days before the final approval hearing,
19 Plaintiff shall file with the Court a Motion for Final Approval of Settlement, Class
20 Representative Incentive Award/General Release Payment, Class Counsel Award, and
21 Settlement Administration Costs. Plaintiff shall provide a courtesy draft of those motion
22 papers to Defense Counsel at least five calendar days before filing the documents.

23 1. Declaration by Settlement Administrator. The Settlement Administrator shall submit
24 a declaration in support of Plaintiff's Motion for Final Approval of this Settlement.
25 That declaration shall detail the number of Notices of Class and PAGA Action
26 Settlement mailed and re-mailed to Class Members, the number of undeliverable
27 Notices of Class and PAGA Action Settlement, the number of timely Requests for
28 Exclusion, the number of Notices of Objection received, the amount of the average

1 Individual Settlement Payment, the average Individual PAGA Payment, the
2 settlement administration costs, and any other information that the Parties mutually
3 agree to include or that the Court orders the Settlement Administrator to provide.

4 2. Final Approval Order. The Parties shall present a proposed Final Approval Order to
5 the Court, consistent with the terms and conditions of this Agreement, for the Court's
6 approval and judgment thereon.

7 Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement
8 if, after the Response Deadline, the number of Class Members who have submitted timely
9 and valid written Requests for Exclusion equals at least 10% of all Class Members. If
10 Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide
11 written notice to Class Counsel within 15 calendar days after the Response Deadline, at
12 which time this Agreement shall be void ab initio, (b) Defendant shall pay all settlement
13 administration costs incurred up through that date and/or as a result of the termination, and
14 (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

15 R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the
16 Court, the Parties agree to stay all proceedings in the Action, except such proceedings as
17 are necessary or desirable to implement and complete the Settlement.

18 S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary
19 approval with prejudice, (ii) the Court denies final approval with prejudice, (iii) the Court
20 does not enter a final judgment as provided in this Stipulation, or (iv) the Settlement does
21 not become final for any other reason, this Agreement shall be null and void and any order
22 or judgment entered by the Court in furtherance of this Settlement shall be treated as void
23 from the beginning. In such a case, the Parties shall be returned to their respective statuses
24 as of the date and time immediately before the execution of this Agreement, and the Parties
25 shall proceed in all respects as if this Agreement had not been executed, except that any
26 costs already incurred by the Settlement Administrator shall be paid by equal
27 apportionment among the Parties, except as otherwise specified in Paragraph III.S. If an
28 appeal is filed from the Court's final judgment, or any other appellate review is sought,

1 administration of the Settlement shall be stayed pending final resolution of the appeal or
2 other appellate review. In that event, within 30 calendar days of that notification, the
3 Parties shall pay any costs by equal apportionment that were incurred by the Settlement
4 Administrator before it was notified of the filing of an appeal from the Court's final
5 judgment or of any other appellate review.

6 T. No Effect on Employee Benefits. Amounts paid to Plaintiff, Settlement Class Members,
7 and Aggrieved Employees under this Agreement shall be deemed not to be pensionable
8 earnings and shall not have any effect on the eligibility for, or calculation of, any of the
9 employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff, the
10 Settlement Class Members, and Aggrieved Employees.

11 U. Headings. The descriptive headings of any paragraphs or sections of this Agreement are
12 inserted for convenience of reference only and do not constitute a part of this Agreement.

13 V. Amendment or Modification. This Agreement may be amended or modified only by a
14 written instrument that: (1) is signed by counsel for all Parties or their successors-in-
15 interest; (2) is signed by the Parties or their successors-in-interest; and (3) if the Court's
16 approval is required, is as approved by the Court.

17 W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
18 Agreement among these Parties.

19 X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
20 represent that they are expressly authorized by the Parties whom they represent to
21 negotiate this Agreement, to take all appropriate actions required or permitted to be taken
22 by those Parties under this Agreement to effectuate its terms, and to execute any other
23 documents required to effectuate the terms of this Agreement. The person signing this
24 Agreement on behalf of Defendant represents and warrants that he or she is authorized to
25 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is
26 authorized to sign this Agreement and that he has not assigned or transferred to any third-
27 party or encumbered any claim, or part of a claim, demand, cause of action or any rights
28 herein released and discharged or covered by this Agreement.

1 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
2 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the
3 successors or assigns of the Parties to this Agreement, including the Settlement Class
4 Members and the LWDA.

5 Z. California Law Governs. All terms of this Agreement and its Exhibits and any disputes
6 arising under this Agreement shall be governed by and interpreted in accordance with the
7 laws of the State of California.

8 AA. Counterparts. This Agreement may be executed in one or more counterparts and may be
9 electronically signed. All executed counterparts and each of them shall be deemed to be
10 one and the same instrument, provided that counsel for the Parties to this Agreement shall
11 exchange among themselves copies or originals of the signed counterparts.

12 BB. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement to
13 be a fair, adequate, and reasonable settlement of this Action and have arrived at this
14 Agreement after extensive arm's-length negotiations, taking into account all relevant
15 factors, present and potential. The Parties further agree that this Settlement Agreement
16 shall not be construed in favor of or against any Party by reason of the extent to which any
17 Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

18 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
19 respect to the interpretation, implementation and enforcement of the terms of this
20 Agreement and all orders and judgments entered in connection therewith. The Parties to
21 this Agreement and their counsel submit to the jurisdiction of the Court for purposes of
22 interpreting, implementing and enforcing the Settlement embodied in this Agreement and
23 all orders and judgments entered in connection with this Agreement.

24 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
25 invalid, the Court first shall attempt to construe that provision as valid to the fullest extent
26 possible consistent with applicable precedents so as to hold all provisions of this
27 Agreement valid and enforceable.
28

1 EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the terms
2 of this Agreement, the Parties: (1) agree to waive all appeals from any orders of the Court
3 before final approval of the Settlement; and (2) further agree to waive all appeals from the
4 Court's final approval of the Settlement.

5 FF. Confidentiality of Documents. After the expiration of any appeals period, Plaintiff, the
6 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all
7 settlement-related documents and other information obtained from the other Party in the
8 Action, unless necessary for appeal or such documents are ordered to be disclosed by the
9 Court or by a subpoena.

10 GG. No Admissions by the Parties. Plaintiff has asserted and continues to assert that the
11 Released Claims and the PAGA Released Claims have merit and give rise to liability on
12 Defendant's part. Defendant has asserted and continues to assert that the Released Claims
13 and the PAGA Released Claims have no merit and do not give rise to liability. This
14 Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no
15 documents referred to in this Agreement and no action taken to carry out this Agreement
16 may be construed or used as an admission by or against the Defendant or Plaintiff or Class
17 Counsel as to the merits or lack of merit of the claims asserted. Moreover, nothing
18 contained in this Agreement is a waiver as to any positions, remedies, or other rights of
19 enforcement related to any claims or events not expressly resolved herein.
20

21 By signing below, the Parties indicate their approval of the form of this Settlement
22 Agreement and its exhibits.
23

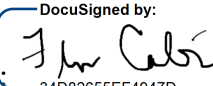
24 IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement
25 and Release of Claims is executed by the Parties and their duly authorized attorneys as of the day
26 and year set forth below.
27

28 **IT IS SO AGREED:**

2/9/2025

1 DATED: _____, 2025

XEROX CORPORATION

2
3 DocuSigned by:
4 By: 
5 34D82655EF4947D
6 Flor M. Colón

7
8 DATED: _____, 2025

BARRY COLE

9 By: _____

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12 **APPROVED AS TO FORM:**

13
14 DATED: _____, 2025

KELLER GROVER LLP

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16 By: _____
17 ERIC A. GROVER
18 ROBERT W. SPENCER
19 Attorneys for Plaintiff
20 *BARRY COLE*

21
22 DATED: _____, 2025

GAINES & GAINES, APLC

23
24 By: _____
25 DANIEL F. GAINES
26 Attorneys for Plaintiff
27 *BARRY COLE*
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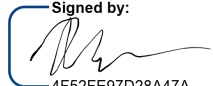
DATED: _____, 2025

XEROX CORPORATION

By: _____
Flor M. Colón

2/6/2025
DATED: _____, 2025

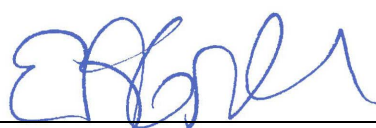
BARRY COLE

Signed by:

By: _____
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APPROVED AS TO FORM:

DATED: February 11, 2025

KELLER GROVER LLP

By: 
ERIC A. GROVER
ROBERT W. SPENCER

Attorneys for Plaintiff
BARRY COLE

DATED: February 11, 2025

GAINES & GAINES, APLC

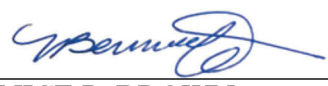
By: *Daniel F. Gaines*
DANIEL F. GAINES

Attorneys for Plaintiff
BARRY COLE

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DATED: 2/10/2025, 2025

MEYERS NAVE

By: 

JANICE P. BROWN
NADIA P. BERMUDEZ

Attorneys for Defendant
XEROX CORPORATION

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF MERCED
Cole v. Xerox Corporation
Case No. 25CV06565

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

This class and PAGA action settlement will affect your rights if you worked as a non-exempt Field Technical Service Representative for Xerox Corporation in California at any time during the period from and including March 24, 2019 through October 31, 2024.

- Former Field Technical Service Representative Barry Cole (“Class Representative” or “Plaintiff”) sued Xerox Corporation (“Xerox” or “Defendant”) on behalf of himself and current and former Field Technical Service Representatives (“FTS”) in California and has alleged that Defendant violated the California Labor Code and the California Unfair Competition Law.
- The complaint also alleges that Plaintiff is entitled to recover civil penalties for themselves and other aggrieved employees under the California Private Attorneys General Act of 2004 (“PAGA”).
- Plaintiff and Defendant have entered a settlement agreement (“Settlement”) that settles the Class claims and the PAGA claim brought by the Class Representative on behalf of the current and former FTS employees in California. The Court has preliminarily approved the Settlement.
- If you worked for Xerox as an FTS in California at any time during the period from and including March 24, 2019 through October 31, 2024, you may be considered a putative class member (“Class Member”). Because you qualify as a Class Member, you could receive money from the Settlement.
- If you worked for Xerox as an FTS in California at any time during the period from and including March 13, 2022 through October 31, 2024, you may be considered an “Aggrieved Employee” under PAGA. If you qualify as an Aggrieved Employee, you will receive money from the Settlement of the PAGA claim. (In this Settlement, all Aggrieved Employees are also Class Members.)
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

WHAT ARE YOUR OPTIONS?

DO NOTHING	If you do nothing, you will receive a Class Settlement payment if the Court approves the Settlement. In exchange for this payment, you will give up any rights to sue for the same claims that are released as part of this Settlement.
EXCLUDE YOURSELF	Give up all benefits, including money, from the Class Settlement. Retain all rights you may have against Xerox, as explained below. <u>NOTE</u> : Aggrieved Employees may not opt out of the PAGA portion of the Settlement.
OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. If the Court approves the settlement, you will receive a Settlement payment.

HOW MUCH CAN I GET FROM THE CLASS ACTION SETTLEMENT?	Based on Xerox's records, your Individual Settlement Payment is estimated to be \$ _____. This is based on your total Qualified Workweeks during the Class Period: _____.
HOW MUCH CAN I GET FROM THE PAGA SETTLEMENT?	Based on Xerox's records, your Individual PAGA Payment is estimated to be \$ _____. This is based on your total Qualified Pay Periods during the PAGA Period: _____.

- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. If the Court approves the Settlement and after any appeals are resolved, payments will be made to (a) Settlement Class Members who do not opt out of the Class Settlement; and (b) all Aggrieved Employees.

WHY AM I RECEIVING THIS NOTICE?

Defendant's records show that you worked for Xerox as an FTS in California during the period from and including March 24, 2019 through October 31, 2024 (the "Class Period"). You received this Notice because you have a right to know about a proposed settlement of a class and PAGA action lawsuit and about your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff filed a putative class action lawsuit on December 16, 2024 in Merced County Superior Court (the "lawsuit") alleging causes of action against Defendant on a class-wide and PAGA representative basis for: (1) failure to pay meal period premiums; (2) failure to pay rest period premiums; (3) failure to pay minimum wages; (4) failure to pay all wages owed upon separation of employment; (5) failure to timely pay wages during employment; (6) failure to reimburse business expenses; (7) unfair business practices; and (8) civil penalties under the PAGA.

DO I HAVE AN ATTORNEY?

You do not need to hire your own attorney. You are already represented by Class Counsel (see below for their contact information). However, you may hire your own attorney at your own expense if you choose.

WHAT IS THE CASE STATUS?

Xerox denies all of Plaintiff's allegations, or that it violated any law, and contends that at all times it complied with federal, state, and local laws. The Settlement is not an admission by Xerox of any wrongdoing or an indication that any law was violated.

The Court did not decide in favor of Plaintiff or Defendant. Nor has it decided whether this case could proceed as a class action.

Instead of going through class certification or to trial, after a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class and PAGA claims were settled because Class Counsel and the Class Representative believe that the terms of the Settlement, which include monetary benefits, are fair and reasonable in light of the strength and weaknesses of the claims and other factors.

WHO IS IN THE CLASS?

You are part of the Settlement if you are a member of the Class, which includes all individuals who worked for Xerox as an FTS in California during the period from and including March 24, 2019 through October 31, 2024.

A Class Member may also be a member of the group of Aggrieved Employees, who are defined to include all current and former FTS employees who worked for Xerox in California at any time during the period from and including March 13, 2022 through October 31, 2024.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against it and final judgment on the lawsuit, Defendant will pay \$650,000 (“Maximum Settlement Amount”) plus the employer’s share of payroll taxes, which includes all payments contemplated by the Settlement, including all payments to Class Members, an incentive award to Plaintiff, Class Counsel’s attorneys’ fees and costs, employee-side taxes, a payment to the California Labor and Workforce Development Agency (“LWDA”) as part of the settlement of the PAGA claim, all payments to Aggrieved Employees, and settlement administration costs. The “Net Settlement Amount” is the amount remaining after deduction of Class Counsel’s attorneys’ fees and costs, the incentive award to Plaintiff, the PAGA Payment, and the settlement administration costs, all of which will be distributed to Class Members who do not opt out.

Subject to Court approval, the Maximum Settlement Amount will be allocated at follows:

- Individual Settlement Payments: Class Members who do not opt out (“Settlement Class Members”) are eligible to receive money from the Net Settlement Amount as an Individual Settlement Payment, which is calculated as described below. The Net Settlement Amount is estimated to be approximately \$365,833. Your estimated gross Individual Settlement Payment from the Net Settlement Amount is listed on the second page of this Notice.
- Class Representative Incentive Award: Plaintiff Cole will request from the Court an award of \$10,000 in recognition of his efforts and the risks in assisting with the prosecution of the lawsuit and in return for executing a General Release of claims against Defendant. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- Class Counsel Award: Class Counsel will request that the Court approve up to 33-1/3% of the Maximum Settlement Amount (\$216,667 of the \$650,000 settlement) as attorneys’ fees for litigation and resolution of this Action and actual costs and expenses (estimated not to exceed

\$25,000), as supported by declaration. This amount will be paid from the Maximum Settlement Amount, and any amount not awarded will revert to the Net Settlement Amount for distribution.

- Settlement Administration: The cost of settlement administration shall not exceed \$7,500, which pays for tasks such as mailing and tracking this Notice, tracking Requests for Exclusion and Notices of Objection, mailing checks and tax forms, and reporting to the parties and the Court.
- All checks issued to Settlement Class Members shall remain valid and negotiable for 180 calendar days after the date of their issuance. Any undeliverable or uncashed checks will then be voided and sent to Legal Aid at Work.
- The \$25,000 PAGA Payment is required by law to be split 75% to the LWDA and 25% to the Aggrieved Employees. Therefore, \$18,750 will be distributed to the LWDA and \$6,250 will be distributed to Aggrieved Employees. If you qualify as an Aggrieved Employee, your estimated Individual PAGA Payment is listed on the first page of this Notice.

WHAT CAN I RECEIVE FROM THE SETTLEMENT?

If you do not opt out of the Settlement, you will automatically receive your share of the Net Settlement Fund in two payments after the Court approves the Settlement. Your estimated share, that is your estimated gross Individual Settlement Payment, and your total Qualified Workweeks from Xerox's records used to calculate it, are listed on the first page of this Notice. 33% of the Individual Settlement Payment will be designated as wages for which an IRS Form W-2 shall issue, and 67% shall be designated as unpaid business expense reimbursement and statutory penalties, for which an IRS Form 1099 may issue.

HOW IS MY PORTION OF THE SETTLEMENT CALCULATED?

Your Individual Settlement Payment is your pro rata share of the Net Settlement Amount based on your total Qualified Workweeks, which is the total number of weeks that you worked as an FTS in California (based on Xerox's records) during the Class Period (March 24, 2019 through October 31, 2024, inclusive). Your Qualified Workweeks will be divided by the total number of Qualified workweeks for all Settlement Class Members, resulting in your Payment Ratio. The Payment Ratio then will be multiplied by the Net Settlement Amount to determine your gross Individual Settlement Payment, except that no gross Individual Settlement Payment will be less than \$25.

Your Individual Settlement Payment may vary from the estimated payment listed on this form if any Class Members opt out of the Settlement and depending upon the amounts that the Court approves for awards to Class Counsel, the Class Representative, and the Settlement Administrator.

ONLY if you disagree with the Qualified Workweeks stated on page one of this Notice, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs. The decision of the Settlement Administrator will be final. Disputes must be mailed to the address below and must be postmarked no later than **[insert same date as objection and opt-out deadline]**:

Settlement Administrator

<<Address>>

Phone: () ***-******

Facsimile: () ***-******

WHAT WILL I RECEIVE FROM THE PAGA SETTLEMENT?

Class Members who qualify as Aggrieved Employees also will receive an Individual PAGA Payment. Your Individual PAGA Payment will be based on your pro rata share of the 25% of the PAGA Payment (\$6,250) based on your number of Qualified Pay Periods during the PAGA Period, which is March 13, 2022 through October 31, 2024, inclusive. Your total Qualified Pay Periods will be divided by the total Qualified Pay Periods for all Aggrieved Employees, resulting in your Payment Ratio. The Payment Ratio will then be multiplied by \$6,250 to determine your Individual PAGA Payment.

WHAT HAPPENS IF I DO NOTHING?

If you do nothing and the Court approves the Settlement at the Final Approval Hearing, you will be issued your Individual Settlement Payment and your Individual PAGA Payment (if you also qualify as an Aggrieved Employee) in two checks without any further action needed from you.

To ensure receipt of your settlement payments, you must notify the Settlement Administrator of any change in your name, mailing address and/or telephone number. **It is your responsibility to keep the Settlement Administrator informed of your updated information, and your settlement payments will be mailed to the last known address that the Settlement Administrator has on file for you.**

WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on **<<date>>** in Department 8 of the California Superior Court for the County of Merced, 2260 N Street, Merced, California 95340, to decide whether to approve the Settlement.

Please be advised that the date of the final approval hearing may change without further notice to the class. Class Members are therefore advised to check the Court's website or contact the Settlement Administrator to confirm that the date and location has not been changed.

WHAT CLAIMS AM I GIVING UP IF I REMAIN PART OF THE SETTLEMENT?

Unless you exclude yourself, you will be considered a Settlement Class Member, and you will be bound by the terms of the Settlement, including the Release of the Released Claims as described below. That means you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released Claims

The "Released Claims" means and includes all any and all causes of action, claims, rights, statutory damages, penalties, liabilities, expenses, and losses against the Released Parties arising between September 20, 2015 and March 31, 2022, inclusive, under state, federal, or local law, whether statutory or otherwise, arising out of the claims expressly pleaded in the Complaint (i.e., Labor Code §§ 201, 202,

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

203, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, and 2802 and Business & Professions Code §§ 17200, *et seq.* based on alleged violations of these Labor Code provisions) and all other potential claims reasonably related to or arising out of the same set of facts pleaded in the Complaint, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law. The time period of the Released Claims shall be for the entirety of the Class Period.

“Released Parties” shall mean Defendant Xerox Corporation and all of its parent companies, subsidiaries, divisions, concepts, related or affiliated companies, clients, and its or their shareholders, officers, directors, employees, agents, principals, representatives, attorneys, accountants, partners, investors, administrators, insurers, predecessors, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

WHAT CLAIMS ARE RELEASED BY THE SETTLEMENT OF PAGA CLAIMS?

If this Settlement is approved, then Plaintiff, individually and as representative acting as a proxy or agent of the LWDA, a State of California Executive Branch Agency, agrees to release the Released Parties of and from any and all any and all claims for civil penalties under PAGA based on the labor code violations alleged in each and every PAGA notice sent by Plaintiff to the LWDA as well as all facts, theories, or claims for civil penalties that would be considered administratively exhausted under applicable law by the PAGA notices Plaintiff sent to the LWDA.

WHAT SHOULD I DO IF I DO NOT WANT TO BE PART OF THE SETTLEMENT?

If you do not wish to participate in the Class Settlement, you may exclude yourself (generally called “opting out”) by submitting a written Request for Exclusion to the Settlement Administrator. Your request to opt-out must: (a) be in writing; (b) state your name, address, and the last four digits of your social security number; and (c) include a typed or handwritten statement requesting exclusion from the Settlement Class and stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Cole v. Xerox Corporation*.”

You must personally sign the Request for Exclusion and may not have someone sign for you, nor may you submit a Request for Exclusion on behalf of a group or anyone else. Your Request for Exclusion must be signed and mailed via United States first class mail postmarked no later than <<Date>> [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (***) ***-****

If you submit a timely Request for Exclusion, then upon its receipt you shall not be a member of the Settlement Class, you shall be barred from participating in any portion of the Settlement, and you may not object to the Settlement.

If you submit a timely Request for Exclusion, you may then pursue, at your own expense, any claims you may have against Xerox. If you do not submit a complete and timely written Request for Exclusion, you will be included in the Settlement Class, and be bound by the terms of the Settlement (including the Released Claims described above), whether or not you objected to the Settlement.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

NOTE: Aggrieved Employees in a PAGA action may not opt-out of a PAGA settlement. Thus, in a settlement involving both class and PAGA claims, employees may only opt-out from participating in the class portion of the settlement. If you submit a timely Request for Exclusion and are an Aggrieved Employee, you will still receive an Individual PAGA Payment representing your portion of the PAGA Payment.

WHAT SHOULD I DO IF I WANT TO OBJECT TO THE SETTLEMENT?

Any Settlement Class Member who has not asked to be excluded from this Settlement may object to the Settlement. Keep in mind that objecting is not the same as requesting to be excluded. Submitting an objection will **not** exclude you from the Settlement Class. **If your objection is overruled, you will still be bound by the Settlement.**

If you wish to object to the Settlement, you may submit your written Notice of Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed Class Counsel Award, the Class Representative Incentive Award, or the Settlement Administrator's payment. A written Notice of Objection must be signed by you and include: (1) the name and case number of this Action, (2) your full name and most current address, (3) the last four digits of your Social Security number; (4) the basis for the objection; and (5) a statement of whether you intend to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

The written Notice of Objection must be mailed via United States first class mail postmarked no later than **<<Date>>** [45 calendar days after initial mailing] to:

Settlement Administrator

<<Address>>

Phone: (*) ***-******

If you have submitted a written objection, you may also appear at the Final Approval Hearing set for _____, 2025 in Department 8 of the California Superior Court for the County of Merced, 2260 N Street, Merced, California 95340, and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit a Notice of Objection or appear on your behalf at the Final Approval Hearing.

If the Court approves the Settlement despite any objections, and you have not opted out of the Settlement, you will receive your Individual Settlement Payment and will be bound by the terms of the Settlement (including the Released Claims described above).

You cannot both object and opt-out. If you submit both a Request for Exclusion and a Notice of Objection, the Notice of Objection will be invalid, while the Request for Exclusion will be valid.

HOW DO I GET ADDITIONAL INFORMATION?

Questions? Call **<<SETTLEMENT ADMIN PH NO>>**

This Notice only summarizes the proposed Settlement and its terms. For more information, contact Class Counsel at the below address or phone number. You may also access the Court docket by visiting the office of the Clerk of the California Superior Court for the County of Merced, 2260 N Street, Merced, California 95340. You may also pay to review documents online by accessing the Merced County Public Portal at <https://www.merced.courts.ca.gov/online-services/online-records> and enter the case number "24CV06565."

If you have further questions regarding this case or Settlement, you may contact Class Counsel, whose contact information is provided below:

Eric A. Grover
eagrover@kellergrover.com
Robert W. Spencer
rspencer@kellergrover.com
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861

In addition to contacting Class Counsel, you may contact the Settlement Administrator at (800) ____.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

Questions? Call <<SETTLEMENT ADMIN PH NO>>

EXHIBIT 2

Cole v. Xerox Corporation
Settlement Administrator

[insert address]

[Insert Recipient's Address]

**THIS IS A LEGAL NOTICE REGARDING DEADLINES AFFECTING YOUR RIGHTS TO
MONEY FROM A CLASS ACTION SETTLEMENT. IT IS NOT AN ADVERTISEMENT OR A SOLICITATION.**

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