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**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF ORANGE**

JOSEPH AGUILAR, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

COMPUTER SCIENCES CORPORATION,
and DOES 1 through 20, inclusive,

Defendant.

Case No.: 30-2023-01310026-CU-OE-CXC

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

JURY DEMANDED

Complaint filed: March 1, 2023

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Joseph Aguilar (“Plaintiff”) and defendant Computer Sciences Corporation
3 (“CSC”). The Agreement refers to Plaintiff and CSC collectively as “Parties,” or individually as
4 “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 CSC captioned *Aguilar v. Computer Sciences Corporation*, Case No. 30-2023-01310026-CU-
8 OE-CXC initiated on March 1, 2023 and pending in Superior Court of the State of California,
9 County of Orange.

10 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the
11 Parties have agreed to appoint to administer the Settlement.

12 1.3 “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with Preliminary Approval of the Settlement.

16 1.4 “Aggrieved Employee” means all non-exempt employees of CSC in California
17 during the PAGA Period.

18 1.5 “Class” means all non-exempt employees of CSC in California during the Class
19 Period who have not already released their claims against CSC.

20 1.6 “Class Counsel” means Aegis Law Firm, PC.

21 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
22 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
23 and expenses, respectively, incurred to prosecute the Action.

24 1.8 “Class Data” means Class Member identifying information in CSC’s possession
25 including the Class Member’s name, last-known mailing address, Social Security number, and
26 number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from September 4, 2018 to September 9, 2024.

1.13 “Class Representative” means Joseph Aguilar, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Orange.

1.16 “CSC” means named Defendant Computer Sciences Corporation.

1.17 “Defense Counsel” means Heather Hearne of The Kullman Firm.

1.18 “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and
(b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
(a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means \$1,050,000.00 (ONE-MILLION, FIFTY-THOUSAND DOLLARS AND NO CENTS) which is the total amount CSC agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the

1 Settlement by sending the Administrator a valid and timely Request for Exclusion.

2 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved
3 Employee worked for CSC for at least one day during the PAGA Period.

4 1.31 “PAGA Period” means the period from March 1, 2022 to September 9, 2024.

5 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

6 1.33 “PAGA Notice” means Plaintiff’s March 1, 2023 letter to CSC and the LWDA
7 providing notice pursuant to Labor Code section 2699.3, subdivision (a).

8 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
9 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
10 LWDA in settlement of PAGA claims.

11 1.35 “Participating Class Member” means a Class Member who does not submit a
12 valid and timely Request for Exclusion from the Settlement.

13 1.36 “Plaintiff” means Joseph Aguilar, the named plaintiff in the Action.

14 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
15 of the Settlement.

16 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary
17 Approval and Approval of PAGA Settlement.

18 1.39 “Released Class Claims” means the claims being released as described in
19 Paragraph 5.2 below.

20 1.40 “Released PAGA Claims” means the claims being released as described in
21 Paragraph 5.3 below.

22 1.41 “Released Parties” means CSC and each of its former and present directors,
23 officers, shareholders, owners, parents, employees, members, attorneys, insurers, predecessors,
24 successors, assigns subsidiaries, affiliates, customers, and suppliers.

25 1.42 “Request for Exclusion” means a Class Member’s submission of a written
26 request for exclusion form (agreed upon by the Parties) from the Class Settlement signed by the
27 Class Member.

1 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to
2 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
3 may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or
4 mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are
5 resent after having been returned undeliverable to the Administrator shall have an additional 14
6 calendar days beyond the Response Deadline has expired.

7 1.44 “Settlement” means the disposition of the Action effected by this Agreement and
8 the Judgment.

9 1.45 “Workweek” means any week during which a Class Member worked for CSC for
10 at least one day, during the Class Period.

11 **2. RECITALS.**

12 2.1 On March 1, 2023, Plaintiff commenced this Action by filing a Complaint
13 alleging causes of action against CSC for (1) failure to pay minimum wages, (2) failure to pay
14 overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5)
15 failure to reimburse business expenses, (6) failure to provide accurate, itemized wage
16 statements, (7) failure to pay wages timely during employment, (8) failure to pay all wages due
17 upon separation of employment, and (9) violation of Business and Professions Code §§ 17200,
18 *et seq.* On May 12, 2023, Plaintiff filed a First Amended Complaint adding a cause of action
19 for penalties pursuant to California’s Private Attorneys’ General Action (PAGA), Labor Code
20 §§ 2698, *et seq.* (the “Operative Complaint”). CSC denies the allegations in the Operative
21 Complaint, denies any failure to comply with the laws identified in in the Operative Complaint
22 and denies any and all liability for the causes of action alleged.

23 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely
24 written notice to CSC and the LWDA by sending the PAGA Notice.

25 2.3 On July 11, 2024, the Parties participated in an all-day mediation presided over
26 by experienced wage and hour mediator Steve Serratore which led to this Agreement to settle
27 the Action.

1 2.4 Prior to mediation, Plaintiff obtained, through informal discovery anonymized
2 time and pay records for a reasonable sampling of putative class members and alleged
3 aggrieved employees; relevant policies; the number of putative class members and the number
4 of weeks they worked during the class period; the number of alleged aggrieved employees and
5 the number of pay periods they worked during the PAGA period; the number of aggrieved
6 employees and putative class members whose employment ended during the PAGA period or
7 the three-year limitations period, respectively; Plaintiff's time, pay and personnel records; and
8 an explanation of the time and pay records produced. Plaintiff's investigation was sufficient to
9 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
10 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,
11 129-130 ("*Dunk/Kullar*").

12 2.5 The Court has not granted class certification.

13 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not
14 aware of any other pending matter or action asserting claims that will be extinguished or
15 affected by the Settlement.

16 2.7 The Parties hereby stipulate to conditional certification of the class for settlement
17 purposes only. If the Settlement Agreement is not approved by the Court, is overturned on
18 appeal, or does not become final for any other reason, the Parties agree that the certification of
19 the Settlement Classes is void *ab initio* and all of the Parties' rights are reserved in accordance
20 with Paragraph 12.1.

21 **3. MONETARY TERMS.**

22 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
23 CSC promises to pay \$1,050,000.00 (ONE-MILLION, FIFTY-THOUSAND DOLLARS AND
24 ZERO CENTS) and no more as the Gross Settlement Amount and to separately pay any and all
25 employer payroll taxes owed on the Wage Portions of the Individual Class Payments. CSC has
26 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline
27 stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
28 Settlement Amount without asking or requiring Participating Class Members or Aggrieved

1 Employees to submit any claim as a condition of payment. None of the Gross Settlement
2 Amount will revert to CSC.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
4 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
5 the Court in the Final Approval:

6 3.2.1 To Plaintiff: Class Representative Service Payment to the Class
7 Representative of not more than \$10,000.00 (in addition to any Individual Class
8 Payment and any Individual PAGA Payment the Class Representative is entitled to
9 receive as a Participating Class Member). CSC will not oppose Plaintiff's request for a
10 Class Representative Service Payment that does not exceed this amount. As part of the
11 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment,
12 Plaintiff will seek Court approval for any Class Representative Service Payments no
13 later than 16 court days prior to the Final Approval Hearing. If the Court approves a
14 Class Representative Service Payment less than the amount requested, the Administrator
15 will retain the remainder in the Net Settlement Amount. The Administrator will pay the
16 Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
17 responsibility and liability for employee taxes owed on the Class Representative Service
18 Payment.

19 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-
20 third of the Gross Settlement Amount, which is currently estimated to be \$350,000.00,
21 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. CSC
22 will not oppose requests for these payments provided that do not exceed these amounts.
23 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and
24 Class Litigation Expenses Payment no later than 16 court days prior to the Final
25 Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
26 Counsel Litigation Expenses Payment less than the amounts requested, the
27 Administrator will allocate the remainder to the Net Settlement Amount. Released
28 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising

1 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel
2 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
3 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
4 Class Counsel assumes full responsibility and liability for taxes owed on the Class
5 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds
6 CSC harmless, and indemnifies CSC, from any dispute or controversy regarding any
7 division or sharing of any of these Payments.

8 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
9 \$6,990 except for a showing of good cause and as approved by the Court. To the extent
10 the Administration Expenses are less or the Court approves payment less than \$6,990,
11 the Administrator will retain the remainder in the Net Settlement Amount.

12 3.2.4 To Each Participating Class Member: An Individual Class Payment
13 calculated by (a) dividing the Net Settlement Amount by the total number of
14 Workweeks worked by all Participating Class Members during the Class Period and (b)
15 multiplying the result by each Participating Class Member's Workweeks.

16 3.2.4.1 Tax Allocation of Individual Class Payments. 25% of each
17 Participating Class Member's Individual Class Payment will be allocated to
18 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject
19 to tax withholding and will be reported on an IRS W-2 Form. The remaining
20 75% of each Participating Class Member's Individual Class Payment will be
21 allocated to settlement of claims for interest and penalties (the "Non-Wage
22 Portion"). The Non-Wage Portions are not subject to wage withholdings and will
23 be reported on IRS 1099 Forms. Participating Class Members assume full
24 responsibility and liability for any employee taxes owed on their Individual Class
25 Payment.

26 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
27 Individual Class Payments. Non-Participating Class Members will not receive
28 any Individual Class Payments. The Administrator will retain amounts equal to

1 their Individual Class Payments in the Net Settlement Amount for distribution to
2 Participating Class Members on a pro rata basis.

3 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
4 \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to
5 the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

6 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
7 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
8 (\$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved
9 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
10 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility
11 and liability for any taxes owed on their Individual PAGA Payment.

12 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
13 the Administrator will allocate the remainder to the Net Settlement Amount. The
14 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
17 its records to date, CSC estimates there are 168 Class Members who collectively worked a total
18 of 20,000 Workweeks, and 105 Aggrieved Employees who worked a total 3,765 of PAGA
19 Pay Periods.

20 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of
21 the Settlement, CSC will simultaneously deliver the Class Data to the Administrator, in the
22 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
23 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
24 of this Settlement and for no other purpose, and restrict access to the Class Data to
25 Administrator employees who need access to the Class Data to effect and perform under this
26 Agreement. CSC has a continuing duty to immediately notify Class Counsel if it discovers that
27 the Class Data omitted class member identifying information and to provide corrected or
28 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by

1 which CSC must send the Class Data to the Administrator, the Parties and their counsel will
2 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues
3 related to missing or omitted Class Data.

4 4.3 Funding of Gross Settlement Amount. CSC shall fully fund the Gross Settlement
5 Amount, and also fund the amounts necessary to fully pay CSC's share of payroll taxes by
6 transmitting the funds to the Administrator no later than 14 days after the Effective Date.

7 4.4 Payments from the Gross Settlement Amount. Within 14 days after CSC funds
8 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
9 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
10 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
11 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
12 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
13 Service Payment shall not precede disbursement of Individual Class Payments and Individual
14 PAGA Payments.

15 4.4.1 The Administrator will issue checks for the Individual Class Payments
16 and/or Individual PAGA Payments and send them to the Class Members via First Class
17 U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not
18 less than 180 days after the date of mailing) when the check will be voided. The
19 Administrator will cancel all checks not cashed by the void date. The Administrator will
20 send checks for Individual Settlement Payments to all Participating Class Members
21 (including those for whom Class Notice was returned undelivered). The Administrator
22 will send checks for Individual PAGA Payments to all Aggrieved Employees including
23 Non-Participating Class Members who qualify as Aggrieved Employees (including
24 those for whom Class Notice was returned undelivered). The Administrator may send
25 Participating Class Members a single check combining the Individual Class Payment
26 and the Individual PAGA Payment. Before mailing any checks, the Settlement
27 Administrator must update the recipients' mailing addresses using the National Change
28 of Address Database.

1 4.4.2 The Administrator must conduct a Class Member Address Search for all
2 other Class Members whose checks are returned undelivered without United States Postal
3 Service (“USPS”) forwarding address. Within 7 days of receiving a returned check the
4 Administrator must re-mail checks to the USPS forwarding address provided or to an
5 address ascertained through the Class Member Address Search. The Administrator need
6 not take further steps to deliver checks to Class Members whose re-mailed checks are
7 returned as undelivered. The Administrator shall promptly send a replacement check to
8 any Class Member whose original check was lost or misplaced, requested by the Class
9 Member prior to the void date.

10 4.4.3 For any Class Member whose Individual Class Payment check or
11 Individual PAGA Payment check is uncashed and cancelled after the void date, the
12 Administrator shall transmit the funds represented by such checks to the California
13 Controller’s Unclaimed Property Fund in the name of the Class Member thereby leaving
14 no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384,
15 subdivision (b).

16 4.4.4 The payment of Individual Class Payments and Individual PAGA
17 Payments shall not obligate CSC to confer any additional benefits or make any
18 additional payments to Class Members (such as 401(k) contributions or bonuses) beyond
19 those specified in this Agreement.

20 **5. RELEASES OF CLAIMS.** Effective on the date when CSC fully funds the entire
21 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
22 the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
23 against all Released Parties as follows:

24 5.1 Plaintiff’s Release. Plaintiff and his, her, or their respective former and present
25 spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns
26 generally, release and discharge Released Parties from all claims, transactions or occurrences,
27 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
28 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or

1 reasonably could have been, alleged based on facts contained in the Operative Complaint and/or
2 Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
3 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
4 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
5 at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that
6 Plaintiff may discover facts or law different from, or in addition to, the facts or law that
7 Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
8 be and remain effective in all respects, notwithstanding such different or additional facts or
9 Plaintiff's discovery of them.

10 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes
11 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
12 and benefits, if any, of section 1542 of the Civil Code, which reads:

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

17 5.2 Release by Participating Class Members: All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors and assigns, release Released Parties from all claims that were
20 alleged, or reasonably could have been alleged based on the Class Period facts stated in the
21 Operative Complaint or ascertained in the course of the Action including any and all claims
22 involving any alleged failure to pay minimum or overtime wages, failure to provide meal
23 periods and/or rest breaks, failure to reimburse business expenses, failure to provide accurate,
24 itemized wage statements, failure to timely pay wages during or after employment, and
25 violation of Business and Professions Code § 17022 *et seq.* Unknown claims as they relate to
26 any Class Member who does not opt out of the Settlement Agreement include any claims about
27 which the Class Member is not aware that were alleged or that could have been alleged based
28

1 upon the facts alleged in the Action. If a Class Member later learns of such unknown claims, he
2 or she will not be able to obtain any remedy.

3 Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation
5 of the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers' compensation or claims based on facts occurring outside the Class Period.

7 5.3 Release by Aggrieved Employees (Including Those Who are Non-Participating
8 Class Members): All Aggrieved Employees, including Non-Participating Class Members who
9 are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective
10 former and present representatives, agents, attorneys, heirs, administrators, successors and
11 assigns, the Released Parties from all claims for civil penalties available under PAGA that were
12 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
13 Operative Complaint and the PAGA Notice, including, but not limited to, failure to pay
14 minimum or overtime wages, failure to provide meal periods or rest breaks, failure to reimburse
15 business expenses, failure to provide accurate, itemized wage statements, failure to timely pay
16 wages during or after employment, failure to maintain accurate and complete records and/or
17 timely allow inspection of records, failure to pay wages using the appropriate regular rate of
18 pay, failure to pay for all recorded time, and claims for violations of the following Labor Code
19 sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,
20 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

21 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
22 and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies
23 with the Court's current checklist for Preliminary Approvals.

24 6.1 CSC's Declaration in Support of Preliminary Approval. Within 14 days of the
25 full execution of this Agreement, CSC will prepare and deliver to Class Counsel a signed
26 Declaration from CSC and Defense Counsel disclosing all facts relevant to any actual or
27 potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel
28

1 and CSC shall aver that they are not aware of any other pending matter or action asserting
2 claims that will be extinguished or adversely affected by the Settlement.

3 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
4 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
5 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis
6 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
7 Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary
8 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
9 declaration from Plaintiff confirming willingness and competency to serve and disclosing all
10 facts relevant to any actual or potential conflicts of interest with Class Members, and/or the
11 Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to
12 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
13 documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint
14 (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (vii) all
15 facts relevant to any actual or potential conflict of interest with Class Members and/or, the
16 Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
17 aware of any other pending matter or action asserting claims that will be extinguished or
18 adversely affected by the Settlement.

19 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
21 than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the
22 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
23 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
24 Approval to the Administrator.

25 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
26 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
27 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
28 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant

1 Preliminary Approval or conditions Preliminary Approval on any material change to this
2 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
3 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement
4 and otherwise satisfy the Court's concerns.

5 **7. SETTLEMENT ADMINISTRATION.**

6 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
7 Administration to serve as the Administrator and verified that, as a condition of appointment,
8 Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a
9 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
10 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
11 financial or otherwise, with the Administrator other than a professional relationship arising out
12 of prior experiences administering settlements.

13 7.2 Employer Identification Number. The Administrator shall have and use its own
14 Employer Identification Number for purposes of calculating payroll tax withholdings and
15 providing reports state and federal tax authorities.

16 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
17 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
18 Regulation section 468B-1.

19 7.4 Notice to Class Members.

20 7.4.1 No later than three (3) business days after receipt of the Class Data, the
21 Administrator shall notify Class Counsel that the list has been received and state the
22 number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class
23 Data.

24 7.4.2 Using best efforts to perform as soon as possible, and in no event later
25 than 14 days after receiving the Class Data, the Administrator will send to all Class
26 Members identified in the Class Data, via first-class USPS mail, the Class Notice
27 substantially in the form attached to this Agreement as Exhibit A. The first page of the
28 Class Notice shall prominently estimate the dollar amounts of any Individual Class

1 Payment and/or Individual PAGA Payment payable to the Class Member, and the
2 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these
3 amounts. Before mailing Class Notices, the Administrator shall update Class Member
4 addresses using the National Change of Address database.

5 7.4.3 Not later than 3 business days after the Administrator's receipt of any
6 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
7 Class Notice using any forwarding address provided by the USPS. If the USPS does not
8 provide a forwarding address, the Administrator shall conduct a Class Member Address
9 Search, and re-mail the Class Notice to the most current address obtained. The
10 Administrator has no obligation to make further attempts to locate or send Class Notice
11 to Class Members whose Class Notice is returned by the USPS a second time.

12 7.4.4 The deadlines for Class Members' written objections, Challenges to
13 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an
14 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all
15 Class Members whose notice is re-mailed. The Administrator will inform the Class
16 Member of the extended deadline with the re-mailed Class Notice.

17 7.4.5 If the Administrator, CSC, or Class Counsel is contacted by or otherwise
18 discovers any persons who believe they should have been included in the Class Data and
19 should have received Class Notice, the Parties will expeditiously meet and confer, and
20 in good faith, in an effort to agree on whether to include them as Class Members. If the
21 Parties agree, such persons will be Class Members entitled to the same rights as other
22 Class Members, and the Administrator will send, via email or overnight delivery, a
23 Class Notice requiring them to exercise options under this Agreement not later than 14
24 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever
25 is later.

26 7.5 Requests for Exclusion (Opt-Outs).

27 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
28 Settlement must send the Administrator, by fax, email, or mail, a signed written Request

1 for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus
2 an additional 14 days for Class Members whose Class Notice is re-mailed). A Request
3 for Exclusion is a letter from a Class Member or his/her/their representative that
4 reasonably communicates the Class Member's election to be excluded from the
5 Settlement and includes the Class Member's name, address and email address or
6 telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
7 or postmarked by the Response Deadline.

8 7.5.2 The Administrator may not reject a Request for Exclusion as invalid
9 because it fails to contain all the information specified in the Class Notice. The
10 Administrator shall accept any Request for Exclusion as valid if the Administrator can
11 reasonably ascertain the identity of the person as a Class Member and the Class
12 Member's desire to be excluded. The Administrator's determination shall be final and
13 not appealable or otherwise susceptible to challenge. If the Administrator has reason to
14 question the authenticity of a Request for Exclusion, the Administrator may demand
15 additional proof of the Class Member's identity. The Administrator's determination of
16 authenticity shall be final and not appealable or otherwise susceptible to challenge.

17 7.5.3 Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
19 to all benefits and bound by all terms and conditions of the Settlement, including the
20 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
21 regardless of whether the Participating Class Member actually receives the Class Notice
22 or objects to the Settlement.

23 7.5.4 Every Class Member who submits a valid and timely Request for
24 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class
25 Payment or have the right to object to the class action components of the Settlement.
26 Because future PAGA claims are subject to claim preclusion upon entry of the
27 Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed
28

1 to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
2 an Individual PAGA Payment.

3 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
4 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
5 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
6 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
7 challenge the allocation by communicating with the Administrator via fax, email or mail. The
8 Administrator must encourage the challenging Class Member to submit supporting
9 documentation. In the absence of any contrary documentation, the Administrator is entitled to
10 presume that the Workweeks and PAGA Pay Periods (if any) contained in the Class Notice are
11 correct so long as they are consistent with the Class Data. The Administrator shall promptly
12 provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense
13 Counsel and Class Counsel and the Administrator's determination of the challenges. The
14 Parties will file with the Court all disputes submitted under this section, the evidence submitted
15 (with appropriate redactions as necessary), and the resolution of those disputes. The
16 Administrator may make the determination of each Class Member's allocation of Workweeks
17 and/or Pay Periods, but the Court has the right to review any decision made by the
18 Administrator regarding a claim dispute.

19 7.7 Objections to Settlement.

20 7.7.1 Only Participating Class Members may object to the class action
21 components of the Settlement and/or this Agreement, including contesting the fairness
22 of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

24 7.7.2 Participating Class Members may send written objections to the
25 Administrator, by fax, email or mail using an Objection Form as jointly agreed upon by
26 the Parties. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present oral objections at the Final Approval Hearing.
28 A Participating Class Member who elects to send a written objection to the

1 Administrator must do so not later than 60 days after the Administrator's mailing of the
2 Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-
3 mailed).

4 7.7.3 Non-Participating Class Members have no right to object to any of the
5 class action components of the Settlement.

6 7.8 Administrator Duties. The Administrator has a duty to perform or observe all
7 tasks to be performed or observed by the Administrator contained in this Agreement or
8 otherwise.

9 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
10 establish and maintain and use an internet website to post information of interest to
11 Class Members including the date, time and location for the Final Approval Hearing and
12 copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary
13 Approval, the Class Notice, the Motion for Final Approval, the Motion for Class
14 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
15 Representative Service Payment, the Final Approval and the Judgment. The
16 Administrator will also maintain and monitor an email address and a toll-free telephone
17 number to receive Class Member calls, faxes and emails.

18 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
19 will promptly review on a rolling basis Requests for Exclusion to ascertain their
20 validity. Not later than 5 days after the expiration of the deadline for submitting
21 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
22 Defense Counsel containing (a) the names and other identifying information of Class
23 Members who have timely submitted valid Requests for Exclusion ("Exclusion List");
24 (b) the names and other identifying information of Class Members who have submitted
25 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement
26 submitted (whether valid or invalid).

27 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
28 written reports to Class Counsel and Defense Counsel that, among other things, tally the

1 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
2 Requests for Exclusion (whether valid or invalid) received, objections received,
3 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
4 mailed for Individual Class Payments and Individual PAGA Payments (“Weekly
5 Report”). The Weekly Reports must include the Administrator’s assessment of the
6 validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
7 objections received.

8 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
9 authority to address and make final decisions, based on records received from CSC and
10 considering input from the parties, provided that such decisions are consistent with the
11 terms of this Agreement on all Class Member challenges over the calculation of
12 Workweeks and/or Pay Periods. The Administrator does not have authority to increase
13 the Gross Settlement Amount, except as provided in Paragraph 8.

14 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by
15 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
16 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration
17 suitable for filing in Court attesting to its due diligence and compliance with all of its
18 obligations under this Agreement, including, but not limited to, its mailing of Class
19 Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
20 attempts to locate Class Members, the total number of Requests for Exclusion from
21 Settlement it received (both valid or invalid), the number of written objections and
22 attach the Exclusion List. The Administrator will supplement its declaration as needed
23 or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
24 Administrator’s declaration(s) in Court.

25 7.8.6 Final Report by Settlement Administrator. Within 10 days after the
26 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
27 will provide Class Counsel and Defense Counsel with a final report detailing its
28 disbursements by employee identification number only of all payments made under this

1 Agreement. At least 15 days before any deadline set by the Court, the Administrator will
2 prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable
3 for filing in Court attesting to its disbursement of all payments required under this
4 Agreement. Class Counsel is responsible for filing the Administrator's declaration in
5 Court.

6 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, CSC
7 estimates that, as of the date of this Settlement Agreement, (1) there are 168 Class Members
8 and 20,000 Total Workweeks during the Class period and (2) there were 105 Aggrieved
9 Employees who worked 3,765 Pay Periods during the PAGA Period. If the number of
10 workweeks as of that date is inaccurate by more than ten percent, *i.e.* by more the 2,000
11 workweeks periods, the amount of the Gross Settlement Amount shall increase by the amount
12 in excess of ten percent. For example, if the number of represented work weeks was inaccurate
13 by twelve percent, the gross settlement amount would increase by two percent.

14 9. **CSC's RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
15 identified in the Exclusion List exceeds 10% of the total of all Class Members, CSC may, but is
16 not obligated, elect to withdraw from the Settlement. The Parties agree that, if CSC withdraws,
17 the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party
18 will have any further obligation to perform under this Agreement; provided, however, CSC will
19 remain responsible for paying all Settlement Administration Expenses incurred to that point.
20 CSC must notify Class Counsel and the Court of its election to withdraw not later than seven
21 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections
22 will have no effect.

23 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
24 calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of
25 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
26 section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment
27 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to
28 Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class

1 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
2 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

3 10.1 Response to Objections. Each Party retains the right to respond to any objection
4 raised by a Participating Class Member, including the right to file responsive documents in
5 Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered
6 or accepted by the Court.

7 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of
9 release to be granted by Class Members), the Parties will expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Class
12 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
14 modification to the Agreement within the meaning of this paragraph.

15 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
16 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
17 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
18 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

19 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
20 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
21 Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their
22 respective counsel and all Participating Class Members who did not object to the Settlement as
23 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
27 Parties' obligations to perform under this Agreement will be suspended until such time as the
28

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not
2 affect the amount of the Net Settlement Amount.

3 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If
4 the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a
5 material modification of this Agreement (including, but not limited to, the scope of release to be
6 granted by Class Members), this Agreement shall be null and void. The Parties shall
7 nevertheless expeditiously work together in good faith to address the appellate court's concerns
8 and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional
9 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate,
10 reverse or modify the Court's award of the Class Representative Service Payment or any
11 payments to Class Counsel shall not constitute a material modification of the Judgment within
12 the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

13 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
14 Procedure section 384, the Parties will work together in good faith to jointly submit and a
15 proposed amended judgment.

16 12. **ADDITIONAL PROVISIONS.**

17 12.1 No Admission of Liability, Class Certification or Representative Manageability
18 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
19 claims. Nothing in this Agreement is intended or should be construed as an admission by CSC
20 that any of the allegations in the Operative Complaint have merit or that CSC has any liability
21 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
22 CSC's defenses in the Action have merit. The Parties agree that class certification and
23 representative treatment is for purposes of this Settlement only. If, for any reason the Court
24 does grant Preliminary Approval, Final Approval or enter Judgment, CSC reserves the right to
25 contest certification of any class for any reasons, and CSC reserves all available defenses to the
26 claims in the Action, and Plaintiff reserves the right to move for class certification on any
27 grounds available and to contest CSC's defenses. The Settlement, this Agreement and Parties'
28 willingness to settle the Action will have no bearing on, and will not be admissible in

1 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
2 and this Agreement).

3 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, CSC and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or
6 permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
7 directly or indirectly, specifically or generally, to any person, corporation, association,
8 government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses,
9 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related
10 matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in
11 response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a
12 state or federal government agency; or (6) by Class Counsel to the extent required by a court in
13 order to attest to their qualifications and/or ability to become class counsel in other class action
14 and representative matters. Each Party agrees to immediately notify each other Party of any
15 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
16 Counsel, CSC and Defense Counsel separately agree not to, directly or indirectly, initiate any
17 conversation or other communication, before the filing of the Motion for Preliminary Approval,
18 any with third party regarding this Agreement or the matters giving rise to this Agreement
19 except to respond only that "the matter was resolved," or words to that effect. This paragraph
20 does not restrict Class Counsel's communications with Class Members in accordance with
21 Class Counsel's ethical obligations owed to Class Members.

22 12.3 No Solicitation. The Parties separately agree that they and their respective
23 counsel and employees will not solicit any Class Member to opt out of or object to the
24 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to
25 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
26 Counsel's ethical obligations owed to Class Members.

27 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
28 Agreement together with its attached exhibits shall constitute the entire agreement between the

1 Parties relating to the Settlement, superseding any and all oral representations, warranties,
2 covenants or inducements made to or by any Party.

3 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
4 and represent that they are authorized by Plaintiff and CSC, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
6 its terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 12.6 Cooperation. The Parties and their counsel will cooperate with each other and
9 use their best efforts, in good faith, to implement the Settlement by, among other things,
10 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
11 points and authorities as requested by the Court. In the event the Parties are unable to agree
12 upon the form or content of any document necessary to implement the Settlement, or on any
13 modification of the Agreement that may become necessary to implement the Settlement, the
14 Parties will seek the assistance of a mediator and/or the Court for resolution.

15 12.7 No Prior Assignments. The Parties separately represent and warrant that they
16 have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer
17 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
18 action or right released and discharged by the Party in this Settlement.

19 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, CSC, nor Defense Counsel are
20 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
21 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
22 CFR Part 10, as amended) or otherwise.

23 12.9 Modification of Agreement. This Agreement, and all parts of it, may be
24 amended, modified, changed or waived only by an express written instrument signed by all
25 Parties or their representatives and approved by the Court.

26 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and
27 inure to the benefit of, the successors of each of the Parties.

28 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will

1 be governed by and interpreted according to the internal laws of the State of California, without
2 regard to conflict of law principles.

3 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
4 preparation of this Agreement. This Agreement will not be construed against any Party on the
5 basis that the Party was the drafter or participated in the drafting.

6 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders
7 entered during Action and in this Agreement relating to the confidentiality of information shall
8 survive the execution of this Agreement.

9 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
10 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
11 Counsel by CSC in connection with the mediation, other settlement negotiations, or in
12 connection with the Settlement, may be used only with respect to this Settlement, and no other
13 purpose, and may not be used in any way that violates any existing contractual agreement,
14 statute or California Rules of Court rule. Not later than 90 days after the date when the Court
15 discharges the Administrator's obligation to provide a Declaration confirming the final pay out
16 of all Settlement funds, Plaintiff shall destroy or return all paper and electronic versions of
17 Class Data received from CSC.

18 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement
19 is inserted for convenience of reference only and does not constitute a part of this Agreement.

20 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 12.17 Notice. All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 To Plaintiff:

1 Aegis Law Firm, PC
2 Samuel A. Wong
3 Kashif Haque
4 Jessica L. Campbell
5 Alex J. Valle
6 9811 Irvine Center Drive, Suite 100
7 Irvine, CA 92618
8 (949) 379-6250
9 jcampbell@aegislawfirm.com
10 avalle@aegislawfirm.com

11 To CSC:

12 Heather Hearne,
13 The Kullman Firm
14 4605 Bluebonnet Blvd., Ste. A
15 Baton Rouge, LA 70809
16 (720) 447-6628
17 hdh@kullmanlaw.com

18 12.18 Execution in Counterparts. This Agreement may be executed in one or more
19 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
20 Agreement shall be accepted as an original. All executed counterparts and each of them will be
21 deemed to be one and the same instrument if counsel for the Parties will exchange between
22 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
23 prove the existence and contents of this Agreement.

24 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
25 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
26 further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure
27 section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section
28 583.310 for the entire period of this settlement process.

29 
30 Joseph Aguilar (Oct 1, 2024 12:22 PDT)

31 Plaintiff

32 
33 11/1/2024
34 For
35 Director, Americas Employment Law
36 COMPUTER SCIENCES CORPORATION

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10/1/2024



11/3/2024

Alex Valle

Counsel For Plaintiff

Heather Hearne

Counsel

For

COMPUTER SCIENCES CORPORATION

THIS IS AN IMPORTANT COURT-APPROVED NOTICE. READ CAREFULLY.

Joseph Aguilar v. Computer Sciences Corporation
Orange County Superior Court
Case No. 30-2023-01310026-CU-OE-CXC

If you worked as a non-exempt employee in California for Computer Sciences Corporation (“CSC”)¹ at any time from September 4, 2018 to September 9, 2024, a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- You have been identified as a Class Member (as defined below) in a Lawsuit (as defined below) brought by a former CSC employee.
- The Court has preliminarily approved a class action settlement with CSC, in accordance with the terms of the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement”), which will affect all non-exempt employees of CSC in California, who have not already released their claims against CSC, at any time between September 4, 2018 and September 9, 2024 (the “Class Period”).
- If the Court grants final approval of the Settlement, there will be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Settlement Class (as defined below) and will collect a settlement award as detailed below. But you give up certain rights to sue CSC separately about the legal claims raised in this Lawsuit.
OBJECT TO THE SETTLEMENT – <u>ACTION REQUIRED</u>	Stay in this Lawsuit. Object to the Settlement. May give up certain rights. If you object to the Settlement, you will remain a member of the Class (as defined below), and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members (as defined below) who do not object.
ASK TO BE EXCLUDED – <u>ACTION REQUIRED</u>	Get out of this Lawsuit. Get no payments from it. Keep your rights. If you ask to be excluded from the Settlement, you won’t receive any payments. But you keep any rights to sue CSC separately about the legal claims raised or that could have been raised in this Lawsuit.

¹ CSC is a subsidiary of DXC Technology Co.

- Your options are explained in this notice. To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact Class Counsel (as defined below) or the Settlement Administrator (as defined below).

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE - 3 -
1. Why did I get this notice? 2. What is the Lawsuit about? 3. What is a class action and who is involved? 4. Why is this Lawsuit a class action? 5. What are the terms of the proposed Settlement?	
WHO IS IN THE CLASS	PAGE - 4 -
6. Am I part of this Class? 7. I'm still not sure if I am included.	
YOUR RIGHTS AND OPTIONS	PAGE - 5 -
8. What is my approximate Individual Settlement Payment? 9. What rights am I releasing if I participate in the Settlement? 10. How do I object to the Settlement? 11. Why would I ask to be excluded? 12. How do I ask to be excluded from the Class?	
THE LAWYERS REPRESENTING YOU	PAGE - 6 -
13. Do I have a lawyer in this case? 14. How will the lawyers be paid? 15. How will the Plaintiff be paid?	
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16. Who is handling the settlement administration process? 17. When is the Final Approval Hearing and do I have to attend?	
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18. Are more details available?	

BASIC INFORMATION

1. Why did I get this notice?

CSC's records show that you currently work, or previously worked for CSC in California as a non-exempt, hourly paid employee. This notice explains that the Court has given preliminary approval to a Settlement in a conditionally certified class action lawsuit that may affect you. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Melissa McCormick of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit. The lawsuit is known as *Aguilar v. Computer Sciences Corporation et al.*, Case No. 30-2023-01310026-CU-OE-CXC (the "Lawsuit").

2. What is this Lawsuit about?

The Lawsuit is about whether CSC provided hourly paid employees with proper meal periods, authorized rest periods, paid all wages owed during and upon termination of employment, provided proper wage statements, violated California's Unfair Competition Law, or violated the Private Attorneys General Act of 2004, all as required by applicable California laws.

CSC denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that any of the claims are appropriate for class treatment. CSC contends, among other things, that they have complied at all times with applicable law in connection with its compensation of Class Members.

3. What is a class action and who is involved?

In a class action lawsuit such as this, persons called "Class Representatives" sue on behalf of other people who may have similar claims. The people together are a "Class" and individually are "Class Members." The Class Representatives are also called the Plaintiffs. The company that is sued (in this case CSC) is called the Defendant. In Class litigation, one Court resolves the issues for everyone in the Class in one lawsuit – except for those people who choose to exclude themselves from the Class.

4. Why is this Lawsuit a class action?

As part of the Settlement with CSC, Plaintiff and CSC agreed to conditionally certify the Class as a class action with respect to all of the claims Plaintiff alleged against CSC, for settlement purposes only, and to ask the Court to approve the Settlement. The Court has not ruled on the merits of these claims, and the decision to certify the agreed-upon Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

The major terms of the Settlement are as follows:

1. CSC agreed to pay \$1,050,000.00 to settle the claims made in the Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiff Joseph Aguilar agreed to release all of his claims in the Lawsuit against CSC.
3. Plaintiff Joseph Aguilar seeks the following deductions from the \$1,050,000.00 Gross Settlement Amount:
 - a. One-third of the Gross Settlement Amount (which is currently equal to \$350,000.00) for Class Counsel’s attorneys’ fees.
 - b. Up to \$30,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An enhancement award of \$10,000.00 for Plaintiff Joseph Aguilar for having filed this Lawsuit, work performed, risks undertaken, and a general release of claims.
 - d. Up to \$6,990 to cover the costs of the Settlement Administrator.
 - e. An allocation of \$50,000.00 in civil penalties, \$37,500.00 of which will be paid to the California Labor and Workforce Development Agency for release of Private Attorneys General Act of 2004 (“PAGA”) claims. The remaining \$12,500 will be distributed to Class Members who worked for CSC at any time from March 1, 2022 to September 9, 2024.

If the Court approves each of the requested deductions from the Gross Settlement Amount, the Parties estimate there will be approximately \$603,010.00 remaining. The remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Participating Class Members”) according to the following formula:

The Settlement Administrator will calculate the total Qualifying Workweeks for all Settlement Class Members. Qualifying Workweeks means the number of workweeks during which Class Members worked for CSC during the Class Period (September 4, 2018 and September 9, 2024). The Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis.

Your estimated Individual Settlement Payment is listed in section 8 of this Notice. Payroll deductions will be made to your Individual Settlement Payment for state and federal withholding taxes and any other applicable payroll deductions owed by you as a result of the payment, with 25% allocated to wages, and 75% allocated to interest and penalties. The taxes ordinarily paid by an employer will be paid separately from the Gross Settlement Amount.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Settlement Class” is the group of all non-exempt employees of CSC in California between September 4, 2018 and September 9, 2024 (the “Class Period”) who have not already released their claims against CSC.

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

If you still are not sure whether you are included in the Class, you can get free help by contacting _____ the “Settlement Administrator”, at the designated phone number for this matter at _____, or by calling or writing to the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in section 18.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class, object to the settlement, or ask to be excluded from the Settlement, and you have to decide this by no later than [DATE].

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by CSC, the total number of weeks you worked in California for CSC as an hourly paid employee during the Class Period is _____.

Based on information provided above, anticipated court-approved deductions, and preliminary calculations of Qualifying Workweeks, it is estimated your share of the Settlement will be \$_____, less applicable taxes and withholdings.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you.

If you believe your total weeks worked during the Class Period shown above are not correct, you must complete the enclosed “Class Member Dispute Form” and send it to the Settlement Administrator indicating what you believe is correct. You must also send any documents or other information that supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon CSC’s records and any information you provide. Please be advised that the number of weeks you worked as an hourly paid employee in California during the Class Period is presumed to be correct unless you submit documents to support your dispute. Any such dispute must be mailed to the Settlement Administrator no later than [DATE].

9. What rights am I releasing if I participate in the Settlement?

By staying in this Settlement, you are releasing CSC and its affiliates, etc. (including DXC Technology), from any and all claims involving any alleged failure to pay minimum or overtime wages, failure to provide meal periods and/or rest breaks, failure to reimburse business expenses, failure to provide accurate, itemized wage statements, failure to timely pay wages during or after employment, and violation of Business and Professions Code § 17022 *et seq.* (“Released Claims”).

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt out). If you submit both a request for exclusion and an objection, you will be excluded from the settlement (see paragraphs 11 and 12 below), and your objection will not be considered. No later than [DATE], you should mail a written objection to the Settlement Administrator (at the address in section 18 below) setting forth the grounds of objection, signed and dated by you or your attorney, along with any supporting documents. You can also appear at the final approval hearing yourself or through an attorney. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Settlement. If you exclude yourself from the Class—sometimes called "opting-out" of the Class – you won't get any money or benefits from the Settlement. However, you may then be able to sue or continue to sue CSC for your own Claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court's disposition of this Lawsuit. If you exclude yourself, you should talk to your own lawyer soon, because your claims may be subject to a statute of limitations.

12. How do I ask to be excluded from the Class?

If you are a member of the Class described above and would like to exclude yourself from the Class, you need to submit the enclosed "Exclusion Form."

This request must be signed and mailed to the Settlement Administrator at the address below in section 18, and it must be postmarked on or before [DATE]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely request for exclusion on or before [DATE] shall be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court decided that Aegis Law Firm, PC is qualified to represent you and all other Class Members. This law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at www.aegislawfirm.com.

14. How will the lawyers be paid?

As part of the Settlement with CSC, Class Counsel has requested one-third of the Gross Settlement Amount (currently, that is equal to \$350,000.00) in attorneys' fees, plus costs not to exceed \$30,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement with CSC, Class Counsel has requested an enhancement of up to \$10,000.00 to be paid to the Plaintiff for his efforts in this matter during initial investigation, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation as well as for signing a general release of his claims.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

The Settlement Administrator, Apex Class Action Administration, will handle the process.

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE] at [TIME] p.m. in Department CX104 of the Superior Court of the State of California, County of Orange, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement as discussed above, you may appear at the hearing to object.

GETTING MORE INFORMATION

18. Are more details available?

A copy of the entire Settlement Agreement, entitled Amended Joint Stipulation of Settlement, was filed in this case as Exhibit 1 to the Declaration of Alex J. Valle in Support of Plaintiff's Motion for Preliminary Approval filed on _____. You can view the Lawsuit's records online by visiting the Court's website (<https://ocapps.occourts.org/civilwebShoppingNS/Login.do>), accepting the website's terms, entering the Case Number 30-2023-01310026-CU-OE-CXC in the search box, and clicking search.

You may contact the "Settlement Administrator," which is:

Settlement Administrator
ADDRESS
FAX

You may also contact Class Counsel:

Samuel A. Wong
Kashif Haque
Jessica L. Campbell

Alex J. Valle
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
avalle@aegislawfirm.com

Please note that CSC will NOT retaliate against any employee or Class Member for participating or not participating in this Lawsuit. CSC supervisors and managers of Class Members will not be provided or have access to information pertaining to the identity of Class Members or their choices related to this Settlement.

PLEASE DO NOT CALL OR WRITE TO THE JUDGE OR TO THE COURT, OR TO ANY OF CSC'S MANAGERS OR SUPERVISORS REGARDING THIS NOTICE OR THE LAWSUIT.