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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SHERRYLYNN QUESADA, on behalf of herself and all others similarly situated, Plaintiff(s), v. META PLATFORMS, INC., Defendant(s).	Case No. CIVSB2535622 **DECLARATION OF JUSTIN M. SWARTZ IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY SETTLEMENT APPROVAL**

I, Justin M. Swartz, an attorney duly admitted to practice before the Courts of the State of New York, hereby affirm as follows:

1. I am a partner at the firm of Outten & Golden LLP ("O&G") in New York, New York, and a member of its Class Action Practice Group. O&G is a 60+ attorney firm based in New York City, with additional offices in San Francisco and Washington, D.C., that focuses on representing plaintiffs in a wide variety of employment matters, including individual and class action litigation involving wage and hour, discrimination, and harassment claims, as well as contract and severance negotiations.

2. I am the lead attorney responsible for prosecuting Plaintiff's claims.

3. I make this declaration in support of Plaintiff's Unopposed Motion for Preliminary Settlement Approval. I have personal knowledge of the matters set forth herein and would so testify if called as a witness at trial.

Background and Experience

4. I received a Juris Doctor degree from DePaul University School of Law in 1998 with honors.

5. Since then, I have exclusively represented plaintiffs in employment litigation and other employee rights matters.

6. I was admitted to the bar of the State of Illinois in 1998, and the bar of the State of New York in 2002. I am also admitted to the bars of the Second Circuit Court of Appeals, the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the United States District Courts for the Western, Eastern, and Southern Districts of New York, and the Northern District of Illinois. I am a member in good standing of each of these bars.

7. From September 1998, through February 2002, I was associated with Stowell & Friedman, Ltd. in Chicago, Illinois, where I represented plaintiffs in class and multi-plaintiff employment discrimination cases. From March 2002, through October 2003, I worked for Goodman & Zuchlewski, LLP in New York City where I represented employees in discrimination cases and other employee rights matters.

8. Since joining O&G in December 2003, I have been engaged primarily in prosecuting wage and hour class and collective actions and class action discrimination cases.

9. I am a member of the National Employment Lawyers Association ("NELA") and its New York Chapter ("NELA/NY"). I am a former co-chair of NELA's Fair Labor Standards Act Committee. I served on the Civil Rights Committee of the New York City Bar Association from 2005 through 2008 and the Committee on Labor and Employment Law from September 2002 until June 2005. I was co-chair of the American Bar Association Labor and Employment Law Section Ethics and Professional Responsibility Committee from 2006 through 2009, and I am a member of its Equal Employment Opportunity Committee. I also serve on the Recent Graduate Advisory Group of the New York University Center for Labor and Employment Law.

10. I speak frequently on employment law issues, including wage and hour issues and discrimination issues. I have recently been a faculty member for continuing legal education programs focused on employment law and ethics sponsored by the American Bar Association Section of Labor and Employment Law; the New York State Bar Association Labor and Employment Law Section; the New York City Bar Committee on Labor and Employment Law, NELA, and the Practicing Law Institute, among others

11. Hannah Cole-Chu was an Associate at O&G and a member of the firm's Class & Collective Action Practice Group. Prior to joining O&G, she clerked for the Honorable Alvin W. Thompson of the U.S. District Court for the District of Connecticut. She received her B.A. from Bard College and her J.D., magna cum laude, from the University of Maryland Francis King Carey School of Law. During law school, Ms. Cole-Chu was Editor in Chief of the Maryland Law Review and Co-President of the Maryland Public Interest Law Project.

12. Kaelyn Mahar, an Associate at O&G and a member of the firm's Class Action Practice Group, also worked on this matter. Prior to joining the firm in 2022, Ms. Mahar worked at Centro Legal de la Raza providing direct services to workers and representing employees in class action wage and hour cases. Before that, she clerked for the Honorable Christina Reiss of the United States District Court for the District of Vermont. Ms. Mahar received her B.A. from the University of Arizona in 2015, and her J.D., Order of the Coif, from the University of California, Berkeley School of Law in 2020. During law school, Ms. Mahar worked as a law clerk at Goldstein, Borgen, Dardarian & Ho and provided direct service to workers as a law clerk at Legal Aid at Work. Ms. Mahar also conducted research on the Title VII sexual harassment standard in conjunction with the National Women's Law Center's effort to provide practice guidance to pro bono practitioners.

13. Alina Pastor-Chermak, an Associate at O&G and a member of the firm's Class Action Practice Group, also worked on this matter. Prior to joining the firm in 2024, Ms. Pastor-Chermak served as the Altshuler Berzon LLP-Natural Resources Defense Council Joint Fellow, representing a putative class of female employees against a large corporate employer for failure to prevent and remediate sexual harassment Additionally, she represented environmental

organizations advocating for sustainable water us in the San Francisco Bay Delta, as well as individual employees who had been misclassified as independent contractors and wrongfully denied workplace protections under California law. Before that, she worked as a Cross-Border Advocacy Fellow at Immigrant Defenders Law Center. Ms. Pastor-Chermak also clerked for the Honorable Judge Susan R. Bolton of the United States District Court for the District of Arizona. Ms. Pastor-Chermak received her B.A. from New York University in 2016, and her J.D from the Georgetown University in 2020. During law school, Ms. Pastor-Chermak served as the Articles Editor for *Georgetown Journal of Gender and the Law* and won an outstanding student advocate award for representing indigent survivors of domestic abuse in Georgetown Law's Domestic Violence Clinic, conducted research for Legal Momentum on the constitutionality of redrafting the Violence Against Women Act and interned for the Honorable Judge William Alsup of the United States District Court for the Northern District of California as well as the Northwest Immigrant Rights Project's Impact Litigation Unit.

14. O&G is nationally recognized for its expertise in litigating complex class and collective actions, including wage and hour cases like this one. *See, e.g.*, *Capilupi v. People's United Fin., Inc.*, No. 15 Civ. 5247, 2018 U.S. Dist. LEXIS 167550, at *5-6 (E.D.N.Y. Sept. 27, 2018) ("Class Counsel [O&G and SLG] are well qualified, experienced, and have aggressively litigated this action, thereby demonstrating their adequacy as counsel for the class."); *Blum v Merrill Lynch & Co.*, No. 15 Civ. 1636, 2016 U.S. Dist. LEXIS 197385, at *6 (S.D.N.Y. May 4, 2016) ("The attorneys who prosecuted this case, at Outten & Golden LLP and Shavitz Law Group, P.A. . . . are experienced class action employment lawyers with good reputations among the employment law bar."); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 473 (S.D.N.Y. 2013)

(O&G and SLG attorneys "have substantial experience prosecuting and settling employment class actions, including wage and hour class actions[,] and are well-versed in wage and hour law and class action law."); *Long v. HSBC USA Inc.*, No. 14 Civ. 6233, 2015 U.S. Dist. LEXIS 122655, at *23 (S.D.N.Y. Sept. 11, 2015) (O&G and SLG attorneys "have appeared in many major FLSA and state labor law cases"); *Puglisi v. TD Bank, N.A.*, No. 13 Civ. 637, 2015 U.S. Dist. LEXIS 15966, at *9 (E.D.N.Y. Feb. 9, 2015) (noting that "O&G has substantial experience prosecuting and settling nationwide wage and hour class and collective actions" and "the Shavitz Law Group has served as lead or co-lead counsel in numerous wage and hour class and collective actions"); *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 165 (S.D.N.Y. 2008) (granting class certification and appointing O&G as class counsel); *Torres v. Gristede's Operating Corp.*, No. 04 Civ. 3316, 2006 U.S. Dist. LEXIS 74039 (S.D.N.Y. Sept. 29. 2006) (same).

<u>Procedural Background</u>

Investigation

15. Plaintiff's counsel conducted an investigation regarding Defendant's business locations, business entities, and past federal and state litigation as well as legal research regarding the underlying merits of Plaintiff's claims, possible defenses, the proper measure of damages, and the likelihood of class certification.

16. After several months of investigation, on March 20, 2024, Plaintiff sent Meta a letter in which she asserted that Meta improperly calculated and paid overtime to non-exempt employees who were awarded RSUs, and invited Defendant to engage in settlement negotiations.

17. Plaintiff requested that Defendant provide certain documents and data so that Plaintiff could evaluate the strength of her claims and claims of those similarly situated, litigation

risks, and the extent of available damages and penalties. Defendant produced data for the Class Members, including earnings for all hours worked, overtime hourly rate of pay, overtime premium paid, and copies of relevant RSU documents.

18. To explore potential pre-litigation resolution, Plaintiffs' Counsel informed Defendant, by letter dated October 21, 2022, of the alleged frequency of pay violations.

19. On January 6, 2023, the Parties entered into a class-wide tolling agreement. On August 26, 2023, the Parties entered into a revised tolling agreement.

20. Shortly thereafter, Defendant agreed to attempt to resolve this dispute through private mediation with class action mediator, the Honorable Angela Bradstreet.

Settlement Discussions

21. Following the exchange of data and documents, the Parties participated in a mediation session before Judge Bradstreet, an experienced wage and hour class and collective action mediator.

22. The Parties reached a settlement in principle with the assistance of the mediator and following additional negotiations, finalized and executed a settlement agreement on October 21, 2025.

23. Plaintiff filed the Complaint and this unopposed Motion. Plaintiff also filed a letter with the Labor Workforce Development Agency alerting it of Plaintiff's Private Attorneys' General Act (PAGA) claims on October 15, 2025. *See* **Exhibit 2**.

<u>**Settlement Administrator**</u>

24. The Parties have selected ILYM Group, Inc., an experienced wage and hour claims administrator, as Settlement Administrator following a competitive bidding process.

25. The Administrator's fees shall be paid from the Maximum Settlement Amount.

26. Because the Parties do not know the exact number of individuals included in the settlement, based on whether the escalator clause is triggered, Plaintiff's counsel estimated there will be 4,000 individuals who receive notice of the settlement for purposes of the Settlement Administrator bid. Based on this estimate, the Settlement Administration costs will be $31,950.00. *See* **Exhibit 3**. Plaintiff's counsel will provide updated costs at final approval.

<u>The Proposed Settlement Is the Product of Extensive, Arm's-Length Negotiations and Has No Obvious Deficiencies</u>

27. As explained above, the proposed settlement was reached only after extensive, arm's length negotiations between the Parties and their counsel, who considered the advantages and disadvantages of continued litigation.

28. The Parties exchanged substantial pre-litigation discovery relating to liability and damages.

29. Further, the Parties engaged in vigorous settlement negotiations, which included attending a mediation session before Judge Bradstreet, an experienced wage and hour class action mediator.

30. The Court should approve the proposed Settlement because it provides substantial relief to the Classes relative to the theoretical maximum recovery. The maximum average gross award Class and Collective Members stand to recover is approximately $12.87 per workweek and the average net award (after deduction for attorneys' fees, costs, service award, and administration) is approximately $8.29 per workweek (across up to 310,713 workweeks).

31. Plaintiff's counsel believes that this settlement achieves all the objectives of the litigation, namely a substantial monetary settlement to class members who were subjected to Defendant's allegedly unlawful wage and hour policies.

32. Plaintiff's counsel are experienced in the litigation, certification, settlement, and trial of wage and hour class actions cases similar to this case.

33. Plaintiff's counsel recognizes that the apparent strengths of Plaintiff's claims are no guarantee against a complete or partial defense verdict. For example:

a. Defendant argued that Plaintiff and all, or substantially all, Class Members were subject to individual arbitration agreements. And while Plaintiff may challenge the validity and enforceability of these agreements, Plaintiff's counsel are experienced class action litigators and recognize the challenges associated with these arguments. If Class Members were compelled to individual arbitration, their statutes of limitations would continue to run and there would be no mechanism to formally advise them of their legal rights. Moreover, any Class Members who wished to pursue a recovery would be required to participate in intensive individual arbitrations, including document production, deposition testimony, and testifying at the arbitration hearing, only to recover on a relatively small dollar value claim;

b. There was a risk that Plaintiff would not succeed in certifying or maintaining the class and collective through trial. Meta would likely argue that differences among factual circumstances of Class Members' claims, including meal and rest breaks and off-the clock work, would defeat certification. Meta might also argue that whether individual Class Members worked off the clock and Meta's awareness of that work are individualized issues not appropriate for class litigation. Although Plaintiff disagrees, she recognizes that obtaining and maintaining class certification is always a significant obstacle;

c. A trial on the merits would involve significant risks for Plaintiff on liability issues. Litigation of wage and hour issues inherently poses significant risks. Meta would argue that it was unaware that Class Members were not taking breaks or that they were working off-the-clock;

d. A trial on the merits would also entail various risks for Plaintiff in establishing damages. Meta would claim that Class Members did not miss meal or rest breaks and dispute the number of hours they claim to have worked. While Meta required non-exempt employees to use a timekeeping system that requires employees to clock in and out to reflect time worked, proving whether Defendant made employees work off the clock outside of those times would be an evidentiary challenge; and

e. To establish a third year of liability and liquidated damages under the FLSA, as well as waiting time and wage statement penalties, Plaintiff face risk to overcome Meta's various state of mind defenses – that any violations were not willful, knowing, or intentional, and that compliance was attempted in good faith.

34. The specific claims here also present unique risks.

a. Plaintiff and the Class Members are owed overtime based on Meta's failure to include RSUs in their regular rate of pay and based on off-the-clock work. Class Member's average actual underpaid, unliquidated overtime per week based on data provided by Meta and applied that across each workweek plus associated interest is $2,333,485. RSU damages, however, face many hurdles: (1) recovery for any claim by non-California based Meta employees requires them to affirmatively opt into and join the lawsuit – this likely would reduce non-California employee's RSU damages by 50-70% (because usually the opt in rate is 30% and almost never about 50%); (2) there is very sparce caselaw on this theory of liability; and (3) Meta would argue that overtime damages should be calculated just in the weeks when the RSUs vested rather than for all overtime worked each vesting period;

b. It would be difficult to establish the other claims on a class-wide basis because the Class Members had distinct job titles and different potential reasons for working off-the-clock. Plaintiff, for example, worked sporadically off-the-clock while on vacation. Her unpaid, unliquidated wages, plus interest, for the full statute of limitations period, are approximately $1,249.06 (based on working 2 hours per week during 4 weeks of vacation per year during the statute of limitations period). Plaintiff's meal and rest break claims, based on missing one meal or rest break per week, are approximately $8,118.86; and

c. Plaintiff was required to download certain applications on her phone and use her phone for work communications outside of normal business hours. She estimates this was a low percentage of her overall phone usage and therefore, that she could attribute only a small portion of her monthly phone bill to work uses, likely approximately $10 per month which equates to $393.36 in total damages.

35. PAGA penalties may suffer from even greater risks. Meta would argue that PAGA penalties are not owed for each pay period because many of the claims alleged, including the RSU claim, only arise in a small subset of the pay periods, for the RSU claim the few times per year when the RSUs vested. Plaintiff's maximum theoretical PAGA damages are $1,907.14.

36. This settlement recovery is particularly reasonable in light of the significant litigation risks Plaintiff faced. Furthermore, if a judgment were obtained against Defendant at trial, the relief might be no greater, and indeed might be less, than that provided by the proposed settlement.

37. Meta has confirmed that there is no competing class action, so the specter of a reverse auction is not present, and a finding that the settlement negotiations were truly arm's length and non-collusive is appropriate.

38. These negotiations have produced a result that Class Counsel believes to be in the best interests of the Class considering the risks of litigation.

Certification of the Settlement Class Is Appropriate and Plaintiff's Counsel Should be Appointed as Class Counsel

39. The California Class is ascertainable because California Class Members are current and former employees of Meta, whose identities can be identified from its employment records.

40. Ther Settlement Class includes over 2,700 members.

41. Plaintiff is an adequate representative because she has no known conflicts of interest with the California Class, and her claims are consistent with the claims of other California Class Members. Plaintiff's counsel are adequate because they are skilled and experienced in employment class action litigation, as discussed above, and have prosecuted the case vigorously on behalf of the California Class.

42. **Attorneys' Fees.** Plaintiff's counsel's efforts to master the relevant facts and legal questions – through extensive investigation and mediation discovery – made the resolution of this case possible prior to court rulings that could have significantly weakened Plaintiff's claims. Plaintiff's counsel made an informed judgment that this Settlement, as opposed to protracted litigation, is in the best interests of Class Members and secures substantial benefits for the Class now.

43. **Costs.** Plaintiff also seeks reimbursement of $8,544.36 in reasonably expended litigation costs to date. An itemized listing of costs is attached as **Exhibit 4**. Plaintiff expects to incur at least $2,600 in additional costs related to filing the Complaint = $435.00 (which will be done simultaneously with filing this Motion), the complex filing fee = $1,000, two motions for

admission pro hac vice = $500 each, the instant motion = $60, jury fees = $150, and additional fees associated with e-filing vendors and any delivery for required courtesy copies.

The Cy Pres is Appropriate

44. Legal Aid at Work is an appropriate *cy pres* recipient pursuant to Cal. Code Civil Proc. 384 because it is an organization "that promote[s] the law consistent with the objectives and purposes of the underlying cause of action" by assisting working families with low-low incomes.

Exhibits

45. Attached as **Exhibit 1** is a true and correct copy of the Settlement Agreement.

46. Attached as **Exhibit 2** is a true and correct copy of the PAGA letter.

47. Attached as **Exhibit 3** is a true and correct copy of ILYM's Settlement Administration bid.

48. Attached as **Exhibit 4** is a true and correct copy of Plaintiff's counsel's costs incurred to date.

49. Attached as **Exhibit 5** is a true and correct copy of SherryLynn Quesada's declaration.

50. Attached as **Exhibit 6** is a true and correct copy of Marilyn Linare's declaration.

Dated: New York, New York
January 7, 2026

Respectfully submitted,

By: /s/ *Justin M. Swartz*
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Exhibit 1

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class and Collective Action Settlement Agreement (this "Settlement" or "Agreement") is made by and between Plaintiff Sherry Lynn Quesada, individually and on behalf of all others similarly situated ("Plaintiff"), and Defendant Meta Platforms, Inc. ("Meta" or "Defendant"). Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. <u>DEFINITIONS</u>

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

A. "Action" means the forthcoming civil action titled *Sherry Lynn Quesada v. Meta Platforms, Inc.* in the San Bernardino County Superior Court.

B. "Aggrieved Employee" means a California Class member who worked during the PAGA Period.

C. "Agreement" or "Settlement Agreement" means this Class and Collective Action Settlement Agreement.

D. "California Class" means all non-exempt employees of Defendant who work or worked in California at any time during the Class Period, and who were awarded restricted stock units ("RSUs") that vested at any time during the same period.

E. "Classes" means the California Class and the FLSA Collective.

F. "Class Counsel" means Outten & Golden LLP and Shavitz Law Group.

G. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Court to compensate them for the services they have rendered and will render to Plaintiff and the Classes in the Action, and any expenses they have incurred, and will incur, in connection with the Covered Claims.

H. "Class Notice" means the Notice of Proposed Class Action Settlement, Notice of Collective Action Settlement, and a reminder notice as evidenced by Exhibits A, B, and C to this Agreement, respectively, and incorporated by reference into this Agreement. Exhibit A and B shall be sent to California Class members and Exhibit C shall be sent to FLSA Collective members.

I. "Class Period" means the period from May 3, 2020, through either (a) the date upon which the Court grants preliminary approval; or, (b) the date upon which the allowable dilution threshold is exceeded as described in Section III.B if Defendant exercises its option.

J. "Class Representative Payment" means the special payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Covered Claims, undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release described in Section III.J.1 of the Settlement.

K. "Collective Period" means the period from May 3, 2021, through either (a) the date upon which the Court grants preliminary approval; or, (b) the date upon which the allowable dilution threshold is exceeded as described in Section III.B if Defendant exercises its option.

L. "Court" means the San Bernardino County Superior Court.

M. "Covered Claims" means the claims that have been alleged, or reasonably could have been alleged, in the Complaint and LWDA Notice based on the facts alleged.

N. "Effective Date" means the date by which all of the following have occurred:

a. The Court enters the Judgment; and

b. The Judgement becomes Final.

O. "Final" means that the Settlement has been finally approved by the Court, and either (1) the California Court of Appeals has rendered a final judgment affirming the Court's final approval without material modification and the date for further appeal has passed without further appeal; (2) the California Court of Appeals has rendered a final judgment affirming the Court's final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (3) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made.

P. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.

Q. "FLSA Collective" means all non-exempt employees of Defendant who worked in the United States, but outside of California, at any time during the Collective Period, and who were awarded RSUs that vested at any time during the same period.

R. "Judgment" means the Order Granting Final Approval of Class and Collective Action Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit F to this Agreement and incorporated by reference into this Agreement.

S. "LWDA Notice" means the notice of alleged violations of the California Labor Code that Plaintiff filed with the Labor Workforce Development Agency ("LWDA").

T. "LWDA Payment" means the amount payable from the PAGA Allocation to the LWDA as specified in Section III.C.3 of this Agreement.

U. "Maximum Settlement Amount" means the total maximum amount to be paid by Meta as provided by Section III.A-B of this Agreement.

V. "Meta's Counsel" means Erin Connell and Scott Morrison of Orrick, Herrington & Sutcliffe LLP.

W. "Net Settlement Amount" means the amount from the Maximum Settlement Amount that is available for distribution as Settlement Shares to California Class and FLSA Collective Members after deductions for (a) the Class Representative Payment; (b) the Class Counsel Fees and Expenses Payment; (c) the LWDA Payment; (d) the PAGA Payment; and (e) the Settlement Administrator's fees and expenses.

X. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*

Y. "PAGA Allocation" means the amount from the Maximum Settlement Amount allocated to the settlement of the PAGA claim. Sixty-five percent (65%) of the PAGA Allocation will be paid to the LWDA as the LWDA Payment, and the remaining thirty-five percent (35%) will be paid to the Aggrieved Employees as PAGA Payments.

Z. "PAGA Payment" means the payment to Aggrieved Employees, regardless of whether they seek exclusion from the California Class, in settlement of the Plaintiff's claim for civil penalties for violations of the Labor Code allegedly experienced by Aggrieved Employees.

AA. "PAGA Period" means the period from May 3, 2023, through the date upon which the Class Period ends.

BB. "Participating Class Members" means all California Class Members who do not timely and validly elect not to participate in the Settlement, and all FLSA Collective Members who timely cash their settlement checks and file a Consent to Join form with the Court thereby agreeing to join the collective action and be bound by the Settlement.

CC. "Preliminary Approval of the Settlement" means the Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Court of lesser amounts than sought for the Class Representative or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

DD. "Released Parties" means Meta Platforms, Inc., including any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its and their respective current and/or former partners, directors, shareholders/stockholders, officers, employees, employee benefit plans, insurers, attorneys and/or agents, all both individually and in their official capacities.

EE. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.

FF. "Settlement Administrator" means ILYM Group, Inc., the administrator proposed by the Parties and appointed by the Court to administer the Settlement.

GG. "Settlement Share" means the portion of the Net Settlement Amount allocable to each California Class and FLSA Collective member as provided by this Agreement.

II. RECITALS

A. On March 20, 2024, Plaintiff sent Defendant a letter, alleging wage and hour violations of the FLSA and California Labor Code on behalf of herself and a putative class and collective of non-exempt, hourly employees.

B. The Parties then entered into a tolling agreement, agreed to engage in pre-suit mediation, and met and conferred regarding potential mediators and timing of mediation.

C. On December 3, 2024, the Parties attended a full day of mediation with Hon. Angela Bradstreet (Ret.), which ended in a mediator's proposal to resolve all Covered Claims, which the Parties accepted.

D. Within seven (7) days of execution of this Agreement, Plaintiff will commence the Action by filing a Complaint in San Bernardino County Superior Court, asserting the Covered Claims on an individual and putative class and collective basis, including claims that Defendant failed to: (1) pay Class Members for all time worked, including off-the-clock work, whether at their base hourly rate or at an overtime rate; (2) properly calculate the regular rate of pay by failing to account for all forms of non-discretionary remuneration, resulting in underpaid remuneration derived from the regular rate of pay; (3) provide legally compliant meal periods and rest breaks to California Class Members; (4) timely pay California Class Members all wages due and owing every pay period; (5) timely pay California Class Members all wages due and owing at the time of termination; (6) provide accurate, itemized wage statements to California Class Members; (7) reimburse California Class Members for necessary and reasonable business expenses; and (8) comply with California's Unfair Competition Law.

E. Plaintiff will provide notice to the LWDA that she is asserting claims under California's Private Attorneys General Act ("PAGA") for the violations of the Labor Code alleged in the Complaint.

F. Plaintiff will amend her Complaint to assert a claim for civil penalties under PAGA for the violations alleged in her LWDA Notice sixty-six (66) days after filing the LWDA notice.

III. SETTLEMENT TERMS AND CONDITIONS

A. **Maximum Settlement Amount.** Subject to the terms and conditions of this Agreement, the Maximum Settlement Amount is $4,000,000 (four million dollars and no cents). The Maximum Settlement Amount will cover: (a) all settlement payments to California Class and FLSA Collective members eligible for settlement payments; (b) Plaintiff's Class Representative Payment; (c) Class Counsel's attorneys' fees and expenses (including all attorneys' fees and expenses incurred to date, and to be incurred related to the Action and/or Settlement); (d) the payment to the LWDA for a share of the settlement of claims for civil penalties; (e) the PAGA Payment to the Aggrieved Employees; and (f) the Settlement Administrator's fees and costs.

B. **Escalator Clause**. Defendant estimated that as of December 3, 2024, the date of mediation, California Class and FLSA Collective members worked an aggregate 285,057 workweeks during their respective Class Period and Collective Period. If that number increases by 9% (310,713) before the date this Court grants preliminary approval, then Defendant may, at its option, either (a) close the Class Period and Collective Period as of the date that the threshold is exceeded; or (b) pay an escalated Maximum Settlement Amount in proportion to the increase above the 9% threshold (i.e., a 10% increase in workweeks would result in a 1% increase to the Maximum Settlement Amount) until the Court grants preliminary approval.

C. **Payments to Plaintiff, Class Counsel, the LWDA, and the Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

1. **To Plaintiff:** In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Court for an award of not more than $10,000 as Plaintiff's Class Representative Payment in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release provided for in section III.J.1 of this Agreement. Defendant will not oppose a Class Representative Payment of $10,000 to Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the Court (but not more than $10,000) out of the Maximum Settlement Amount. If the Court approves a Class Representative Payment of less than $10,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than $1,333,333.33 for attorneys' fees (one-third of the Maximum Settlement Amount) and actual expenses as their Class Counsel Fees and Expenses Payment, and Defendant will not oppose their request. If the Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

3. **To LWDA:** The Parties have agreed that $40,000 of the Maximum Settlement Amount will be allocated to the settlement of the PAGA claim for civil penalties (the "PAGA Allocation"). Of the PAGA Allocation, 65% or $26,000 will be paid to the LWDA (the "LWDA Payment"), and 35% or $14,000 will be distributed to Aggrieved Employees, regardless of whether they opt out of the Settlement, *pro rata* based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period compared to the aggregate number of workweeks worked by all Aggrieved Employees during the PAGA Period. The Settlement Administrator will pay the PAGA Allocation approved by the Court out of the Maximum Settlement Amount. If the Court approves a PAGA Allocation of less than $40,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Participating Class Members based on Settlement Shares. If the Court orders a PAGA Allocation greater than $40,000, the difference will come out of the Maximum Settlement Amount.

4. **To Settlement Administrator:** Class Counsel will apply to the Court for an award to cover the Settlement Administrator's fees and expenses. From the Maximum Settlement Amount, the Settlement Administrator will retain for itself the amount awarded by the Court and then distribute the Net Settlement Amount.

D. **Payments to Class Members.** After distributing the payments described in Section III.C of this Agreement, the Settlement Administrator will distribute the Net Settlement Amount to all Participating Class Members *pro rata* based on the number of points earned by each Participating Class Member compared to the aggregate number of points earned by all Participating Class Members. California Class Members will receive 3 points per workweek in the Class Period. FLSA Collective Members will receive 1 point per workweek in the Collective Period. All points will be added together to get a "denominator." Each individual California Class Members' and each individual FLSA Collective Members' points will be added together to get their "numerator." To calculate each individual Settlement Share, that person's "numerator" will be divided by the "denominator" and multiplied by the Net Settlement Amount.

E. **Tax Treatment.**

1. The Settlement Shares of Participating Class Members shall be reported to taxing authorities as follows:

a. Fifty percent (50%) of each Settlement Share (the "Wage Portion") is intended to settle each Participating Class Member's claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable employee-side payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member a Form W-2 with respect to the Wage Portion. The employer's share of legally required payroll taxes for the Wage Portion will be paid directly by Defendant and not out of the Maximum Settlement Amount.

b. Fifty percent (50%) of each Settlement Share (the "Non-Wage Portion") is intended to settle each Participating Class Member's claims for all interest, liquidated damages, and penalties. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Participating Class Member a Form 1099 with respect to the Non-Wage Portion.

c. One hundred percent (100%) of each PAGA Payment is intended to settle each Aggrieved Employee's claim for a portion of any civil penalties assessed in relation to the settlement of Plaintiff's PAGA claim. Accordingly, PAGA Payments will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Aggrieved Employee a Form 1099 with respect to the PAGA Payment.

2. Tax deductions and withholdings will not be taken from the Class Representative Payment, and the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to the Class Representative Payment.

3. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

F. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint ILYM Group, Inc. to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include all tasks related to settlement administration, such as, preparing, printing, and mailing the Class Notices to the California Class and FLSA Collective members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any California Class or FLSA Collective member whose Class Notice was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the California Class or FLSA Collective member's new address; receiving California Class Member opt-outs from the Settlement and California Class and FLSA Collective member objections to the Settlement; establishing a compliant Qualified Settlement Fund ("QSF"); providing the Parties with weekly status reports about the delivery of Class Notices, objections to the Settlement, and the receipt of California Class Member opt-outs from the Settlement; issuing the checks to effectuate the payments due under the Settlement; tracking the cashing of settlement checks; collecting copies or facsimiles of endorsed and cashed checks to be provided to Class Counsel and filed with the Court as Consent to Join forms for FLSA Collective members; gathering and retaining Forms W-9 from Plaintiff and Class Counsel; preparing Forms W-2 and 1099s and completing required reports to tax authorities; and otherwise administering the Settlement pursuant to this Agreement.

G. **Establishment of Qualified Settlement Fund.** The Settlement Administrator shall serve as Trustee of the Maximum Settlement Amount and shall act as a fiduciary with respect to the handling, management, and distribution of the Maximum Settlement Amount. The Settlement Administrator shall act in a manner necessary to qualify the Maximum Settlement Amount as a QSF under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and to maintain that qualification.

The parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

H. **Payment of Federal, State, and Local Taxes.** The parties recognize that the awards to eligible California Class and FLSA Collective members and Aggrieved Employees will be subject to applicable tax withholding and reporting, which will be handled as follows: The Settlement Administrator shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement, including the handling of tax-related issues and payments. Specifically, the Settlement Administrator shall be responsible for withholding, remitting, and reporting both the employer and the employees' share of the payroll taxes from the QSF.

The Settlement Administrator shall be responsible to satisfy from the QSF any and all federal, state, and local employment and withholding taxes, including, without limitation, federal and state income tax withholding, FICA, FUTA, SUTA, Medicare, and any state employment taxes. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting), and any and all taxes, penalties, and other obligations with respect to the payments or distributions from the QSF not otherwise addressed herein. Defendant will pay the employer's share of applicable payroll tax payments separate and apart from the Maximum Settlement Amount.

All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Maximum Settlement Amount, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the Maximum Settlement Amount is held and does not qualify as a QSF for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the Maximum Settlement Amount. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Maximum Settlement Amount. The parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this paragraph.

In the event that it is subsequently determined by a tax authority that any Plaintiff, Participating Class Member, Aggrieved Employee, or Class Counsel owes any additional taxes with respect to any money distributed under this Settlement, it is expressly agreed that the determination of any tax liability is between the payment recipient and the tax authorities, and that Defendant shall not be responsible for the payment of such taxes, including any interest and/or penalties. Defendant and Class Counsel make no representations as to the tax treatment or legal effect of any payments pursuant to this Agreement, and Plaintiff and Participating Class Members are not relying on any statement or representation by Meta, Meta's Counsel, or Class Counsel in this regard.

I. Procedure for Approving Settlement.

1. Motion for Preliminary Approval.

a. Within seven (7) days of the execution of this Agreement, Class Counsel will file an unopposed motion (the "Motion for Preliminary Approval") with the Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the California Class and FLSA Collective for purposes of settlement and sending out Class Notices, setting a date for the Final Approval Hearing, and approving and authorizing the dissemination of the Class Notices. Class Counsel will also submit a proposed order granting the motion in the form evidenced by Exhibit G to this Agreement and will request a hearing date for preliminary approval upon filing, at which hearing the Parties will support the granting of the motion.

b. Pursuant to PAGA, Plaintiff will submit to the LWDA this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, such that, when Judgment is Final, the Settlement will be effective under PAGA and no claim to void or avoid it as to PAGA shall be allowed.

c. Should the Court decline to preliminarily approve all material aspects of the Settlement, or should the Court order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Court of lesser amounts than sought for the Class Representative Payment, the PAGA Allocation, or the Class Counsel Fees and Expenses Payment will not be material changes to the Settlement.

2. Notice to Class Members. After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the appropriate Class Notice as follows:

a. Within 30 days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator the following information for each California Class and FLSA Collective member: name, employee ID, last-known address, last-known telephone number, and last four digits of social security number, as reflected in Defendant's records during the relevant period. The Settlement Administrator will keep this information confidential and not disclose it to anyone except in order to carry out the efforts described in section III.E and to disseminate the applicable Class Notice pursuant to this Agreement, or pursuant to Defendant's express written authorization or by order of the Court.

b. Within fourteen (14) days after receiving the California Class and FLSA Collective member information from Defendant, the Settlement Administrator will mail each California Class and FLSA Collective member the applicable Class Notice pursuant to this Agreement, which will include the estimated Settlement Share that the California Class or FLSA Collective member may qualify to receive and, if the California Class member is also an Aggrieved Employee, the estimated PAGA Payment. Class Members who meet the definition of both the California Class and FLSA Collective will be treated as California Class members and receive only the California Class Notice. Prior to mailing the notice, the Settlement Administrator will use a national change of address database to ensure the addresses are up to date.

c. The Settlement Administrator will perform a skip-trace search and re-mail all Class Notices that are returned as undelivered on or before the deadline to opt out of the Settlement. The deadline to opt out will be extended by fifteen (15) calendar days for Class Members to whom a Class Notice is re-mailed.

d. Each week, the Settlement Administrator will provide to Class Counsel and Defendant's Counsel a report showing whether any Class Notices have been returned and re-mailed and the receipt of any opt-outs, and/or objections to the Settlement.

3. **Objections to Settlement; Opt-Outs from Settlement by Class Members; Opt-Ins from FLSA Collective Members; Effect of Failure to Opt-In.** Class Members may submit objections to the Settlement, and California Class members may opt out of the Settlement pursuant to the following procedures:

a. **Objections to settlement.** California Class and FLSA Collective members will receive a Class Notice, attached here as Exhibits A, B, and C, informing them about this Settlement, how it may effect them, and their rights under California law and the FLSA, including their right to object to the Settlement. California Class and FLSA Collective members who wish to object to any term of the Settlement must mail their objection to the Settlement Administrator not later than forty-five (45) days after the Class Notice was mailed to them. Class Counsel shall file all objections with the Court with the motion for final approval of the Settlement. Any objection must: (1) contain the objecting California Class or FLSA Collective member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting California Class or FLSA Collective member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than sixty (60) days after the Settlement Administrator originally mails the Class Notice. The objection also will indicate whether the California Class or FLSA Collective member intends to appear at the Final Approval Hearing. California Class and FLSA Collective members who do not submit written objections in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other related matters.

b. **Request for Exclusion/Opt Out.** The Class Notice for California Class members will also inform that they may exclude themselves from the Settlement by mailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement ("Exclusion Letter"), postmarked no later than sixty (60) days after the Settlement Administrator originally mailed the Class Notice. The Exclusion Letter must include the Class Member's name, the last four (4) digits of the Class Member's Social Security number, the Class Member's signature, and the following statement or a substantively similar statement: "I request to be excluded from the class action Settlement in the matter of *Quesada v. Meta Platforms, Inc.,* Case No. [**insert case number**], San Bernardino County Superior Court." If a question is raised about the authenticity of an Exclusion Letter, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A California Class member who timely submits a valid Exclusion Letter will not participate in or be bound by the Settlement and the Judgment, will not be entitled to any payment from the Settlement, and will not have any right to object to, appeal from, or comment on the Settlement. However, all California Class members who are also Aggrieved Employees will release any and all claims for civil penalties under PAGA related to the released claims described in section III.J.3, and will receive a portion of the amount set aside for PAGA Payments, regardless of whether they submit an Exclusion Letter.

c. **Report.** Not later than ten (10) days after the deadline for California Class Members to opt-out of the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs for purposes of seeking final approval of this Settlement.

4. **Additional Briefing and Final Approval.**

a. Not later than fourteen (14) days before the Final Approval Hearing, Plaintiff will file with the Court an unopposed motion for final approval of the Settlement, and Plaintiff will file a motion for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.

b. Not later than five (5) days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the motion for final approval of the Settlement to the extent that any opposition to the motion is filed.

c. If the Court does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Maximum Settlement Amount, except that Defendant shall pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement. In the event that the Court awards a lesser-than-sought Class Representative Payment or Class Counsel Fees and Expenses Payment, the difference between the amounts awarded and sought will not revert back to Defendant, but will revert to the Net Settlement Amount for pro rata distribution.

d. Together with the motion for final approval, Plaintiff will present a proposed Judgment to the Court for its approval and entry, in substantially the form evidenced by Exhibit F to this Agreement. After entry of the Judgment, the Court will have continuing jurisdiction over the Settlement for purposes of enforcing this Agreement.

e. **Opting In for FLSA Collective Members.** Checks will be distributed after the Effective Date as further detailed in Section III.I.8 below. FLSA Collective members will have ninety (90) days after the issuance of the settlement checks to deposit, cash, or otherwise negotiate their checks in order to opt into the FLSA settlement. Those FLSA Collective Members who do not cash their settlement checks by the deadline will be foreclosed from and be deemed to have waived any right to participate in the Action and the Settlement, but will not bound by this Agreement, release any claims covered by this Agreement, or otherwise waive any rights that would be impacted by this Agreement. All checks that have not been cashed within ninety (90) days after issuance will be voided.

f. **Settlement Check to Confirm FLSA Release.** Settlement Checks shall contain language in the endorsement section that states, or is substantially similar to:

[Text on next page]

CONSENT TO JOIN AND RELEASE OF CLAIMS

By depositing, cashing, or otherwise negotiating this check, I voluntarily consent to join the Fair Labor Standards Act collective action as a party plaintiff in *Quesada v. Meta Platforms, Inc.*, Case No. [**insert case number**], pending in the San Bernardino Superior Court; have a redacted copy of this signed endorsement filed with the Court; and be bound by the Settlement Agreement and release of claims in that case.

g. Within thirty (30) days of the expiration of the original check cashing period, the Settlement Administrator shall identify all California Class and FLSA Collective members who cashed their checks. The Settlement Administrator will collect images of the front and back of the check endorsed and cashed by FLSA Collective members and provide them, along with a declaration to authenticate them, to Class Counsel. Within ten (10) days of receipt of the endorsed check images, Class Counsel will file the endorsed check images with the Court, redacting all personally identifying information except for the FLSA Collective member's name.

5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will unethically solicit any Class Member to opt in to the Settlement, object to the Settlement, appeal from the Judgment, or opt out of the Settlement. This provision does not, however, prevent Class Counsel from advising any Class Member who contacts them about the settlement. This provision does not prevent Class Counsel from contacting any Class Member who objects or opts out of the Settlement to ensure that the Class Member understands the consequences of objecting or opting out.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, California Class members who did not timely submit an objection to the Settlement, FLSA Collective Members who timely opted in to this Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

8. **Timing of Settlement Payments.** Within thirty (30) days of the Effective Date, Defendant will transfer the Maximum Settlement Amount to the Settlement Administrator via wire transfer. Within fourteen (14) days thereafter, the Settlement Administrator will pay to Class Members the Settlement Shares; to Aggrieved Employees the PAGA Payments; to Plaintiff, the Class Representative Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the LWDA the LWDA Payment.

9. **Check Cashing Deadline.** A California Class or FLSA Collective member must cash their Settlement Share check within ninety (90) calendar days after it is mailed to them. Reissued checks shall expire within thirty (30) days of re-issuance or upon the initial 90-day deadline, whichever is later, provided that no check shall be issued after the initial 90-day deadline. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. If a Class Member fails to cash their Settlement check within the 90-day time period, or within thirty (30) days of reissuance, whichever is later, the Settlement Administrator will cancel the check(s). Class Members who have not cashed their checks within thirty (30) days of the initial check mailing will receive a reminder letter in the mail, substantially in the form of Exhibit D and E, reminding them about the time period to cash their check and explaining how to request a new check if they did not receive their check or lost it.

10. **Redistributing Unclaimed Funds**. Any funds remaining as a result of uncashed checks will be redistributed once more to California Class and FLSA Collective members who cashed their initial check. The amount of the second distribution will be pro rata based on the number of points earned by each eligible California Class or FLSA Collective member compared to the aggregate number of points earned by all eligible California Class and FLSA Collective members. The Settlement Administrator will follow the same process described in the previous Paragraph for issuing, reminding, and canceling checks.

11. **Cy Pres**. Any funds remaining in the QSF as a result of uncashed checks following the expiration of the second distribution's check-cashing deadline shall be transmitted to Legal Aid at Work in accordance with California Code of Civil Procedure § 384.

J. **Release and Waiver of Claims.**

1. **Plaintiff.** In consideration of Plaintiff's awarded Class Representative Payment, Plaintiff's Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiff releases any and all known and unknown claims against Defendant and any of its past and present owners(s), officers, directors, managers, insurers, and attorneys (collectively, "Released Parties"), and waives the protection of California Civil Code section 1542.

2. **California Class Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all California Class Members (other than those California Class Members who timely and validly request exclusion from the Settlement) will waive and release any and all claims, demands, rights, liabilities, penalties, fees, and causes of action that were or could have been asserted based on the facts alleged in the Action (whether in tort, contract, statute or otherwise) during the Class Period, including, but not limited to, for alleged violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, or any claims based on the foregoing allegations: failure to pay all wages owed, including minimum, straight, and overtime wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period or rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; failure to timely pay wages during employment or upon separation; or violation of California Business and Professions Code § 17200 *et seq.* by engaging in the foregoing conduct, the applicable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, and any other related federal, state, or municipal law.

3. **Aggrieved Employees.** In addition, all Aggrieved Employees, regardless of whether they opt out of the Settlement, release any and all claims for civil penalties pled under PAGA in the LWDA Notice and in the complaint or that could have been pled based on the facts alleged in the complaint and that accrued during their employment with Meta during the PAGA Period.

4. **FLSA Collective Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, by cashing the settlement checks, the FLSA Collective Members will waive and release all claims for unpaid wages including minimum, straight, and overtime wages, along with liquidated damages, penalties, attorneys' fees, and costs on those claims under federal, state, municipal, and local law, including claims under the FLSA, against Defendant and the Released Parties during the Collective Period.

5. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses related to the Covered Claims, other than those specified in this Agreement.

6. **Plaintiff's General Release**. Plaintiff, as the Class Representative, shall separately release the following: any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Released Parties, for whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance, regulation, common law, or other course of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's released claims include, but are not limited to, the claims released by California Class members, as well as any other claims under any provision of the FLSA, the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Fair Employment and Housing Act; the California Family Rights Act; the Unruh Civil Rights Act; California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to §§ 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disability Act, 42 U.S.C. § 12101 *et seq.*; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Credit Reporting Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, and all of their implementing regulations and interpretive guidelines

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

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

Plaintiff warrants that she has read this agreement, including this waiver of California Civil Code § 1542, and that she has consulted with or had the opportunity to consult with his counsel about this agreement and specifically about the waiver of § 1542, and that she understands this agreement and the § 1542 waiver, and so she freely and knowingly enters into this agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or material facts.

K. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

L. **Miscellaneous Terms.**

1. **No Admission of Liability.**

a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. The Parties agree that the motion for preliminary approval seeking, *inter alia*, certification of a class and collective is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class or collective certification is proper for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (a) a class should be certified as Plaintiff proposed or (b) Defendant is liable to Plaintiff or the Classes as Plaintiff alleges.

c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, or by counsel for all Parties or their successors-in-interest.

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

5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

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

7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Covered Claims and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

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

9. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.

10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties exchange them between themselves. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. <u>EXECUTION BY PARTIES AND COUNSEL</u>

The Parties and their counsel hereby execute this Agreement.

Dated: 21 October, 2025

PLAINTIFF SHERRY LYNN QUESADA

By: Sherry Quesada

Sherry Lynn Quesada

Dated: 10/19/2025, 2025

DEFENDANT META PLATFORMS, INC.

By: Heidi Swartz
Heidi Swartz

Its: VP, Deputy General Counsel
Head of Employment Law & Investigations

Dated: 10/21/2025, 2025

OUTTEN & GOLDEN LLP

By:

Justin M. Swartz
Attorney for Plaintiff

Dated: 10/17/2025, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: Erin Connell
ERIN M. CONNELL
Attorney for Defendant
Meta Platforms, Inc.

Exhibit A: Notice to California Class Members with PAGA Claims

Superior Court of California, County of San Bernardino

Quesada v. Meta Platforms, Inc.

Case No. xxxx-xxx

Notice of Proposed Class Action Settlement

Authorized by the Superior Court of California, County of San Bernardino

You are receiving this notice because Meta's records show that you work or worked as an eligible employee in California during the relevant period.

There is a $4,000,000 settlement available to eligible employees.

You are entitled to approximately $[net amount] from this settlement.

What you should do now:

1. **Read this notice.**
2. **Decide whether to participate in the settlement.**

Important things to know:

- If you take no action, you will be bound by the settlement, you will receive a settlement payment, and your rights will be affected.
- The Settlement was preliminarily approved by the Court on _______ but the Court still needs to finally approve the settlement. Settlement payments will be made if the Court finally approves the settlement. Please be patient.

- You can learn more at: [link to San Bernardino Superior Court Register of Actions].

About This Notice

What is this case about?

A former employee filed a case, *Quesada v. Meta Platforms, Inc.*, claiming that Meta failed to pay proper overtime and other wages to hourly Meta employees who were granted restricted stock units (RSUs). The case also alleges that Meta failed to provide required meal and rest breaks, sick leave, and other workplace protections required in California.

The case also seeks penalties under California's Private Attorneys General Act ("PAGA") based on the same allegations.

Meta denies that it did anything wrong. The Court has not decided this case in favor of either side. Both sides settled the claims to avoid the risk and expense of litigation.

You can learn more at: [link to San Bernardino Superior Court Register of Actions].

Why did I get this notice?

Meta's records show that you are part of the proposed settlement class. People are eligible to be part of the settlement if they worked in California and/or in any other state between May 3, 2020 and [release date] as hourly employees of Meta who received RSUs.

The Court authorized this notice to you because you have the right to know about a proposed class and collective action settlement that affects your rights, and about all of your options, before the Court decides whether to finally approve the settlement. This notice explains the case, your legal rights, and what benefits are available.

What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

DO NOTHING AND GET A PAYMENT	You will be sent a settlement check in the amount of approximately $[net amount] and you will release claims against Meta as described in this Notice.
EXCLUDE YOURSELF ("OPT OUT")	You will receive no payment from this settlement and retain your right to bring another case against Meta about the same issues. However, you cannot opt out of the PAGA portion of the settlement.
OBJECT	Tell the Court why you don't like the settlement, but remain a part of the settlement class and give up the ability to sue Meta for released claims as described in this Notice.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important deadlines?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**

About the Lawsuit

What does the settlement provide?

Without admitting any wrongdoing, Meta has agreed to pay $4,000,000 into a settlement fund. This money is divided among (1) eligible employees; (2) attorneys' fees of up to one-third of the total settlement amount and reasonable expenses incurred in the lawsuit ($[AMOUNT]), as approved by the Court; (3) the cost of settlement administration ($[AMOUNT]); (4) a payment to eligible employees and the State of California to resolve claims under California's Private Attorneys General Act ("PAGA") ($[AMOUNT]); and (5) a service award for the person who brought this case to compensate her for her work on the case and the outcome achieved for the classes, as approved by the Court ($[AMOUNT]).

Your share of the settlement, if you choose to participate, would be approximately $[net amount].

How is my payment calculated?

The calculation of your payment depends on:

- Your weeks worked as an hourly Meta employee in California between May 3, 2020 and [release date].
- For PAGA penalties, the number of pay periods that you worked in California in a relevant position between May 3, 2023, and [preliminary approval date].

The settlement administrator used information from Meta's records to calculate your payment based on the number of weeks you worked for Meta in one of the relevant positions during the relevant time periods.

Based on the allocation formula that has been approved by the Court, you will receive a settlement payment of approximately $[NET AMOUNT], based on [insert workweeks] eligible workweeks. If you dispute the number of workweeks or pay periods used to calculate your payment, you must provide written documentation supporting your position to the Administrator by __________.

One -half (1/2) of your settlement payment will be treated as wages and subject to withholdings and deductions (paid on a W2) and one-half (1/2) will be treated as non-wage compensation with no taxes withheld (paid on a 1099). Settlement payments made to Class Members will not be subject to matching contributions or included as benefits-eligible earnings under any of Meta's benefits plans, bonus programs, or compensation policies.

The lawyers cannot advise you on taxes associated with this payment.

Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a class action settlement, the Court appoints lawyers to represent the class and its members. For this settlement, the Court has appointed the following lawyers:

Justin M. Swartz
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
[insert phone number]
Meta@outtengolden.com

Gregg Shavitz
Marilyn Linares
Shavitz Law Group, PA

Kaelyn Mahar & Alina Pastor-Chermak
Outten & Golden LLP
1 California St., 12th Floor
San Francisco, CA 94111
[insert phone number]
Meta@outtengolden.com

These are the lawyers who represented the plaintiffs in the case and negotiated the settlement. The lawyers' fees will be paid from the settlement fund. **You will not have to pay the lawyers directly.** You do not need to retain your own lawyer, but you are free to do so at your own expense.

Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the settlement agreement. To get a copy of the settlement agreement please visit:

[link to San Bernardino Superior Court Register of Actions]

To get answers to your questions, contact the Settlement Administrator at [contact info] or Class Counsel at [contact info].

What happens next in this case?

The Court will hold a fairness hearing to decide whether to finally approve the settlement. The hearing will be held at:

Where: [Courthouse name and address].

When: [time] on [date].

Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court grants final approval of the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the case will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [link to San Bernardino Superior Court Register of Actions].

Option 1: Do Nothing, Get a Payment, and Release Claims

How do I participate in the settlement?

If you wish to participate in the settlement and receive payment, you do not need to take any action. If the Court grants final approval of the settlement, you will receive a settlement payment of approximately **$[NET AMOUNT]** by mail.

What happens if I participate in the settlement?

You will release claims against Meta and the other Released Parties. If you do not opt out, you will release the "Released Class Claims" against Meta and the other Released Parties. This means you cannot sue, continue to sue, or be part of any other legal action against Meta asserting claims about your work raised in this case, or that could have been included in this case based on the same facts alleged in the amended complaint filed on [insert date], including claims for unpaid overtime and minimum wages, claims related to meal and rest periods, claims related to wage statements, and claims for untimely payment of wages. The release only includes claims that accrued during your employment as an hourly employee between May 3, 2020 and [release date].

If you cash your settlement check, you will opt into the Settlement and will release the "Released Collective Claims" against Meta and the other Released Parties.

The "Released Class Claims" include all claims, demands, rights, liabilities, penalties, fees, and causes of action that were or could have been asserted based on the facts alleged in the Action (whether in tort, contract, statute or otherwise) during the Class Period, including, but not limited to, for alleged violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, or any claims based on the foregoing allegations: failure to pay all wages owed, including minimum, straight, and overtime wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period or rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; failure to timely pay wages during employment or upon separation; or violation of California Business and Professions Code § 17200 *et seq.* by engaging in the foregoing conduct, the applicable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, and any other related federal, state, or municipal law.

The "Released Collective Claims" include all claims for unpaid wages including minimum, straight, and overtime wages, along with liquidated damages, penalties, attorneys' fees, and costs on those claims under federal, state, municipal, and local law, including claims under the FLSA, against Defendant and the Released Parties during the Collective Period.

When will I receive the money?

At the Court's hearing on [date], the Court will decide whether to finally approve the settlement. This date may change without further notice to class members. Please check [link to San Bernardino Superior Court Register of Actions] to confirm that the date has not changed.

If the Court grants final approval, and the approval order is not appealed, settlement checks are anticipated to be distributed approximately two months after the Court grants final approval. Please be patient and update the settlement administrator if your contact information changes.

Option 2: Exclude Yourself ("Opt Out")

What if I don't want to be part of this settlement?

You can opt out of the settlement with respect to the class claims. You cannot opt out of the PAGA portion of the settlement.

If you do opt out, you will not receive payment (except any PAGA Payment) and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this case and may be able to file your own case.

How do I opt out?

To opt out of the settlement, you must submit an opt out statement by [date] to the settlement administrator at their address listed below under "Key Resources."

You must include your name, address, telephone number, and a statement indicating your intent to opt out, such as "I opt out of the Meta wage and hour settlement."

Option 3: Object to the Settlement

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Settlement Administrator that:

1. is postmarked by [date];
2. includes the case name and number *Quesada v. Meta Platforms, Inc.*, Case No. xxx-xxxx;
3. includes your full name, address and telephone number, and email address;
4. states the reasons for your objection;
5. says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name; and
6. your signature.

Mail the letter to the settlement administrator as listed below under "Key Resources."

PAGA Member Additional Payment

The lawsuit also includes a claim under the Private Attorneys General Act ("PAGA") on behalf of the State of California that sought civil penalties from Meta for the overtime and other violations that Plaintiffs alleged.

As part of the settlement, Meta agreed to pay $40,000 from the settlement fund to settle the PAGA claim, which will be distributed according to PAGA's requirement that 65% (or $26,000) be distributed to the California Labor Workforce Development Agency and the remaining 35% (or $14,000) be paid to PAGA Members.

If you worked for Meta as an hourly employee who received RSUs in California from May 3, 2023 through [insert Release Date] ("PAGA Period"), you are a "PAGA Member."

If you are a PAGA Member, and if the Court approves the PAGA settlement, you will release the Released PAGA Claims against the Released Parties.

The Released PAGA Claims include all claims relating to penalties under California's Private Attorney General Act ("PAGA") on the facts in the operative complaint in *Quesada v. Meta Platforms, Inc.*, No. 25CVXXXX (San Bernardino Cnty. Super. Ct.) and in Plaintiff Quesada's LWDA notice letter dated xxxxx, 2025. These include claims that accrued during employment as an hourly employee receiving RSUs in California from May 3, 2023 through [insert Release Date], including PAGA claims for unpaid overtime wages, unpaid minimum wages, claims related to the failure to provide meal and rest breaks and compliant wage statements, and claims related to untimely payment of wages.

This means you cannot sue, continue to sue, or be part of any other legal action against Meta and/or the other Released Parties asserting any of the Released PAGA Claims.

Your individual PAGA settlement payment will be determined by your proportional share of the $14,000 based on the number of pay periods you worked in a relevant position in California between May 3, 2023 and [insert Release Date].

Even if you choose to opt out of the California class settlement, you will still release the Released PAGA Claims and be sent a check for your portion of the PAGA settlement. If you choose not to cash your PAGA settlement check, the check amount will revert to the California unclaimed property fund. There is no option to object to the PAGA portion of the settlement.

Key Resources

How do I get more information?

This notice summarizes the settlement approval. There are more details in the case documents. To get a copy of the case documents or get answers to your questions:

- contact the lawyers who represent the class (information below)

- visit the case website at [link to San Bernardino Superior Court Register of Actions].

Resource	Case Information
Case website	link to San Bernardino Superior Court Register of Actions
Settlement Administrator	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
Class Counsel	Outten & Golden LLP [insert phone number] Meta@outtengolden.com Shavitz Law Group, PA
Court (DO NOT CONTACT)	

Exhibit B: Notice to California Class Members without PAGA Claims

Superior Court of California, County of San Bernardino

Quesada v. Meta Platforms, Inc.

Case No. 25-cv-XXX

Notice of Proposed Class Action Settlement

Authorized by the Superior Court of California

You are receiving this notice because Meta's records show that you work or worked as a eligible employee in California during the relevant period.

There is a $4,000,000 settlement available to eligible employees.

You are entitled to approximately $[net amount] from this settlement.

What you should do now:

3. **Read this notice.**
4. **Decide whether to participate in the settlement.**

Important things to know:

- If you take no action, you will be bound by the settlement, and your rights will be affected.
- The Settlement was preliminarily approved by the Court on _____ but the Court still needs to finally approve the settlement. Settlement payments will be made if the Court finally approves the settlement. Please be patient.
- You can learn more at: [link to San Bernardino Superior Court Register of Actions].

About This Notice

What is this case about?

A former employee filed a case, *Quesada v. Meta Platforms, Inc.*, claiming that Meta failed to pay proper overtime and other wages to hourly Meta employees who were granted restricted stock units (RSUs). The case also alleges that Meta failed to provide required meal and rest breaks, sick leave, and other workplace protections required in California.

The case also seeks penalties under California's Private Attorneys General Act ("PAGA") based on the same allegations.

Meta denies that it did anything wrong. The Court has not decided this case in favor of either side. Both sides settled the claims to avoid the risk and expense of litigation.

You can learn more at: [link to San Bernardino Superior Court Register of Actions].

Why did I get this notice?

Meta's records show that you are part of the proposed settlement class. People are eligible to be part of the settlement if they worked as an hourly employee for Meta between May 3, 2020 and [release date].

The Court authorized this notice to you because you have the right to know about a proposed class and collective action settlement that affects your rights, and about all of your options, before the Court decides whether to finally approve the settlement. This notice explains the case, your legal rights, and what benefits are available.

What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

DO NOTHING AND	You will be sent a settlement check in the amount

GET A PAYMENT	of approximately $[net amount] and you will release claims against Meta as described in this Notice.
EXCLUDE YOURSELF ("OPT OUT")	You will receive no payment from this settlement and retain your right to bring another case against Meta about the same issues.
OBJECT	Tell the Court why you don't like the settlement, but remain a part of the settlement class and give up the ability to sue Meta for released claims as described in this Notice.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important deadlines?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**

About the Lawsuit

What does the settlement provide?

Without admitting any wrongdoing, Meta has agreed to pay $4,000,000 into a settlement fund. This money is divided among (1) eligible employees; (2) attorneys' fees of up to one-third of the total settlement amount and reasonable expenses incurred in the lawsuit ($[AMOUNT]), as approved by the Court; (3) the cost of settlement administration ($[AMOUNT]); (4) a payment to eligible employees and the State of California to resolve claims under California's Private Attorneys General Act ("PAGA") ($[AMOUNT]); and (5) service awards for the person who brought this case to compensate her for her work on the case and the outcome achieved for the classes, as approved by the Court ($[AMOUNT]).

Your share of the settlement, if you choose to participate, would be approximately $[net amount].

How is my payment calculated?

The calculation of your payment depends on:

- Your weeks worked as an hourly employee in California receiving RSUs between May 3, 2020 and [add release date].

The settlement administrator used information from Meta's records to calculate your payment based on the number of weeks you worked for Meta in one of the relevant positions during the relevant time periods.

Based on the allocation formula that has been approved by the Court, you are receiving a settlement payment of approximately $[NET AMOUNT] based on [insert workweeks] eligible workweeks. If you dispute the number of workweeks or pay periods used to calculate your payment, you must provide written documentation supporting your position to the Administrator by _________.

One-half (1/2) of your settlement payment will be treated as wages and subject to withholdings and deductions (paid on a W2) and one-half (1/2) will be treated as non-wage compensation with no taxes withheld (paid on a 1099). Settlement payments made to Class Members will not be subject to matching contributions or included as benefits-eligible earnings under any of Meta's benefits plans, bonus programs, or compensation policies.

The lawyers cannot advise you on taxes associated with this payment. Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a class action settlement, the Court appoints lawyers to represent the class and its members. For this settlement, the Court has appointed the following lawyers:

Justin M. Swartz
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
[insert phone number]

Kaelyn Mahar & Alina Pastor-Chermak
Outten & Golden LLP
1 California St., 12th Floor
San Francisco, CA 94111

Meta@outtengolden.com

[insert phone number]
Meta@outtengolden.com

Gregg Shavitz
Marilyn Linares
Shavitz Law Group, PA

These are the lawyers who represented the plaintiffs in the case and negotiated the settlement. The lawyers' fees will be paid from the settlement fund. **You will not have to pay the lawyers directly.** You do not need to retain your own lawyer, but you are free to do so at your own expense.

Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the settlement agreement. To get a copy of the settlement agreement please visit:

[insert QR code for mailing/link for email]

To get answers to your questions, contact the Settlement Administrator at [contact info] or Class Counsel at [contact info].

What happens next in this case?

The Court will hold a fairness hearing to decide whether to finally approve the settlement. The hearing will be held at:

Where: [Courthouse name and address].

When: [time] on [date].

Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court grants final approval of the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the case will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [link to San Bernardino Superior Court Register of Actions].

Option 1: Do Nothing, Get a Payment, and Release Claims

How do I participate in the settlement?

If you wish to participate in the settlement and receive payment, you do not need to take any action. If the Court grants final approval of the settlement, you will receive a settlement payment of approximately **$[NET AMOUNT]** by mail.

What happens if I participate in the settlement?

You will release claims against Meta and the other Released Parties. If you do not opt out, you will release the "Released Class Claims" against Meta and the other Released Parties. This means you cannot sue, continue to sue, or be part of any other legal action against Meta asserting California and/or federal claims about your pay raised in this case, or that could have been included in this case based on the same facts alleged in the amended complaint filed on [insert date], including claims for unpaid overtime and minimum wages, meal and rest periods, claims related to wage statements, and claims for untimely payment of wages. The release only includes claims that accrued during your employment as an hourly Meta employee from May 3, 2020 and continuing through [release date].

If you cash your settlement check, you will opt into the Settlement and will release the "Released Collective Claims" against Meta and the other Released Parties.

The "Released Class Claims" include all claims, demands, rights, liabilities, penalties, fees, and causes of action that were or could have been asserted based on the facts alleged in the Action (whether in tort, contract, statute or otherwise) during the Class Period, including, but not limited to, for alleged violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, or any claims based on the foregoing allegations: failure to pay all wages owed, including minimum, straight, and overtime wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period or rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; failure to timely pay wages during employment or upon separation; or violation of California Business and Professions Code § 17200 *et seq.* by engaging in the foregoing conduct, the applicable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, and any other related federal, state, or municipal law.

The "Released Collective Claims" include all claims for unpaid wages including minimum, straight, and overtime wages, along with liquidated damages, penalties, attorneys' fees, and costs on those claims under federal, state, municipal, and local law, including claims under the FLSA, against Defendant and the Released Parties during the Collective Period.

When will I receive the money?

At the Court's hearing on [date], the Court will decide whether to finally approve the settlement. This date may change without further notice to class members. Please check [link to San Bernardino Superior Court Register of Actions] to confirm that the date has not changed.

If the Court grants final approval, and the approval order is not appealed, settlement checks are anticipated to be distributed approximately two months after the Court grants final approval. Please be patient and update the Settlement Administrator if your contact information changes.

Option 2: Exclude Yourself ("Opt Out")

What if I don't want to be part of this settlement?

You can opt out of the settlement with respect to the class claims. If you do opt out, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this case and may be able to file your own case.

How do I opt out?

To opt out of the settlement, you must submit an opt out statement by [date] to the Settlement Administrator at their address listed below under "Key Resources."

You must include your name, address, telephone number, and a statement indicating your intent to opt out, such as "I opt out of the Meta wage and hour settlement."

Option 3: Object to the Settlement

What if I disagree with the settlement?

If you disagree with any part of the settlement but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Settlement Administrator that:

1. is postmarked by [date];
2. includes the case name and number *Quesada v. Meta Platforms, Inc.*, Case No. 25-cv-XXX
3. includes your full name, address and telephone number, and email address;
4. states the reasons for your objection;
5. says whether either you or your lawyer intend to appear at the final

approval hearing and your lawyer's name; and

6. your signature.

Mail the letter to the Settlement Administrator as listed below under "Key Resources."

Key Resources

How do I get more information?

This notice summarizes the settlement approval. There are more details in the case documents. To get a copy of the case documents or get answers to your questions:

- contact the lawyers who represent the class (information below)
- visit the case website at [link to San Bernardino Superior Court Register of Actions].

Resource	Case Information
Case website	[link to San Bernardino Superior Court Register of Actions]
Settlement Administrator	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
Class Counsel	Outten & Golden LLP [insert phone number] Meta@outtengolden.com Shavitz Law Group, PA
Court (DO NOT CONTACT)	

Exhibit C: Collective notice

Superior Court of California, County of San Bernardino

Quesada v. Meta Platforms, Inc.

Case No. 25-cv-xxx

Notice of Proposed Collective Action Settlement

Authorized by the Superior Court of California

You are receiving this notice because Meta's records show that you work or worked as an eligible employee during the relevant period.

There is a $4,000,000 settlement available to eligible employees.

You are being offered $[net Amount] in exchange for a release of legal claims as part of the settlement.

What you should do now:

1. **Read this notice.**
2. **When you receive your settlement check, decide whether to cash the check and release claims.**

Important things to know:

- A settlement check of $[net Amount] will be mailed to you pending final

Court approval.

About This Notice

What is this case about?

A former employee filed a case, *Quesada v. Meta Platforms, Inc.*, claiming that Meta failed to pay proper overtime and other wages to hourly Meta employees who were granted restricted stock units (RSUs) in violation of the Fair Labor Standards Act (FLSA). The case also alleges that Meta failed to provide required meal and rest breaks, sick leave, and other workplace protections required in California.

The case also seeks penalties under California's Private Attorneys General Act ("PAGA") based on the same allegations.

Meta denies that it did anything wrong. The Court has not decided this case in favor of either side. Both sides settled the claims to avoid the risk and expense of litigation.

You can learn more at: [link to San Bernardino Superior Court Register of Actions].

Why did I get this notice?

Meta's records show that you are part of the proposed settlement class. People are eligible to be part of the settlement if they worked as an hourly employee for Meta between May 3, 2021 and [release date].

The Court authorized this notice to you because you have the right to know about a proposed class and collective action settlement that affects your rights, and about all of your options, before the Court decides whether to finally approve the settlement. This notice explains the case, your legal rights, and what benefits are available.

What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

ACCEPT PAYMENT AND RELEASE CLAIMS	Accept the settlement payment when it comes by cashing any check you receive. You will be bound

	by the release.
DO NOTHING	Decline the settlement payment and choose not to cash or deposit the check you receive. You will not be bound by the release.

Read on to understand the specifics of the settlement and what each choice would mean for you.

About the Lawsuit

What does the settlement provide?

Without admitting any wrongdoing, Meta agreed to pay $4,000,000 into a settlement fund. This money is divided among (1) eligible employees; (2) attorneys' fees of [insert approved amount] and $[expenses approved] in expenses incurred in the lawsuit, approved by the Court; (3) the cost of settlement administration ($[AMOUNT]); (4) a payment to eligible employees and the State of California to resolve claims under California's Private Attorneys General Act ("PAGA") ($[AMOUNT]); and (5) a service award for the person who brought this case to compensate her for her work on the case and the outcome achieved for the class and collective ($[AMOUNT]), approved by the Court.

If you worked for Meta as an hourly employee receiving RSUs between May 3, 2021 and [add release date], you are eligible to be part of the settlement by cashing your settlement check and releasing your claims.

How was my payment calculated?

The amount of your payment depends on your weeks worked an hourly Meta employee receiving RSUs between May 3, 2021 and [add release date].

The Settlement Administrator used information from Meta's records to calculate your payment based on the number of weeks you worked for Meta in one of the relevant positions during the relevant time periods.

Based on the allocation formula that has been approved by the Court, you are receiving a settlement payment of $[NET AMOUNT] based on [insert workweeks] eligible workweeks.

One half (1/2) of your settlement payment is treated as wages and subject to withholdings and deductions (paid on a W2) and one half (1/2) is treated as non-wage compensation with no taxes withheld (paid on a 1099). Settlement payments will not be subject to matching contributions or included as benefits-eligible earnings under any of Meta's benefits plans, bonus programs, or compensation policies.

The lawyers cannot advise you on taxes associated with this payment. Please seek your own personal tax advice.

Do I have a lawyer in this case?

In a collective settlement, the Court appoints lawyers to represent the collective and its members. For this settlement, the Court has appointed the following lawyers:

Justin M. Swartz
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017
[insert phone number]
Meta@outtengolden.com

Gregg Shavitz
Marilyn Linares
Shavitz Law Group, PA

Kaelyn Mahar & Alina Pastor-Chermak
Outten & Golden LLP
1 California St., 12th Floor
San Francisco, CA 94111
[insert phone number]
Meta@outtengolden.com

These are the lawyers who represented the plaintiffs in the case and negotiated the settlement. The lawyers' fees will be paid from the settlement fund. **You will not have to pay the lawyers directly.** You do not need to retain your own lawyer, but you are free to do so at your own expense.

Are there more details about the settlement?

This notice summarizes the settlement. More details are in the settlement agreement. To get a copy of the settlement agreement please visit:

[link to San Bernardino Superior Court Register of Actions]

To get answers to your questions, contact the Settlement Administrator at [contact info] or Class Counsel at [contact info].

Option 1: Accept the Settlement By Cashing Your Future Settlement Check

How do I participate in the settlement?

A check will be mailed to you. To participate in the settlement, please sign and cash or deposit the settlement check prior to the expiration date specified on the check.

The check will include language on the back of it stating:

CONSENT TO JOIN AND RELEASE OF CLAIMS

By depositing, cashing, or otherwise negotiating this check, I voluntarily consent to join the Fair Labor Standards Act collective action as a party plaintiff in Quesada v. Meta Platforms, Inc., Case No. [insert case number], pending in the San Bernardino Superior Court; have a redacted copy of this signed endorsement filed with the Court; and be bound by the Settlement Agreement and release of claims in that case.If you cash or deposit your settlement check, you will release your claims, which means you cannot sue Meta or any of the Released Parties for the claims released by the Settlement. The claims that you would release include all claims for unpaid wages including minimum, straight, and overtime wages, along with liquidated damages, penalties, attorneys' fees, and costs on those claims under federal, state, municipal, and local law, including claims under the FLSA, against Defendant and the Released Parties during the Collective Period.

If you have questions about your settlement check, you may contact the Settlement Administrator at:

[Settlement Administrator contact info]

Option 2: Do Nothing

What if I don't want to be part of this settlement?

You do not have to be part of this settlement. If you do not want to be part of this settlement, you should do nothing.

If you do NOT deposit or cash the check that you receive, you will not be a part of the settlement or release anything.

What are the consequences of doing nothing?

If you do nothing, you will not get any money. You will not be bound by the release and will retain your right to file your own case.

Key Resources

How do I get more information?

This notice summarizes the settlement approval. There are more details in the case documents. To get a copy of the case documents or get answers to your questions:

- contact the lawyers who represent the class/collective (information below)
- visit the case website at [link to San Bernardino Superior Court Register of Actions].

Resource	Case Information
Case website	link to San Bernardino Superior Court Register of Actions
Settlement Administrator	[Case Administrator] [Street Address]

	[City, State, Zip Code] [Phone Number]
Class/Collective Counsel	Outten & Golden LLP [insert phone number] Meta@outtengolden.com Shavitz Law Group, PA
Court (DO NOT CONTACT)	

Exhibit D: Class reminder postcard

Class Action Notice

Meta overtime settlement

We sent you a [$AMOUNT] check for the settlement of claims against Meta.

Our records show that you have not cashed your check.

To get money, you must cash your check by [INSERT 90 DAYS AFTER INITIAL MAILING OR 30 DAYS AFTER REMAILING].

Key things to know:

- If you do not cash your check by [90 days from original mailing or 30 days from remailing], you will still release claims against Meta and the other Released Parties, but you will not receive any compensation.
- Please contact [settlement administration contact], if you do not have your check, or Class Counsel if you have questions about your rights at [insert phone #] or Meta@outtengolden.com.

You are entitled to money from a legal settlement.

<<MAIL ID>>

<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Exhibit E: Collective reminder postcard

Collective Action Notice

Meta overtime settlement

We sent you a [$AMOUNT] check for the settlement of claims against Meta.

Our records show that you have not cashed your check.

To get money, you must cash your check by [INSERT 90 DAYS AFTER INITIAL MAILING OR 30 DAYS AFTER REMAILING].

Key things to know:

- If you do not cash your check by [90 days from original mailing or 30 days from remailing], you cannot participate in this settlement or receive money. You will not be bound by the terms of the settlement if you do not cash your check.
- Please contact [settlement administration contact], if you do not have your check, or Class Counsel if you have questions about your rights [insert phone #] or Meta@outtengolden.com.

You are entitled to money from a legal settlement.

<<MAIL ID>>

<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

Exhibit F

Jahan C. Sagafi (SBN 224887)
Kaelyn Mahar (SBN 338257)
Alina Pastor-Chermak (SBN 3359889)
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San Francisco, CA 94111
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Facsimile: (415) 638-8810
E-Mail: jsagafi@outtengolden.com
E-Mail: kmahar@outtengolden.com
E-Mail: apastor-chermak@outtengolden.com

Justin M. Swartz*
OUTTEN & GOLDEN LLP
685 3rd Ave, 25th Floor
New York, NY 10017
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Facsimile: (415) 638-8810
E-Mail: jswartz@outtengolden.com

Marilyn Linares*
SHAVITZ LAW GROUP
622 Banyan Trail Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
E-Mail: mlinares@shavitzlaw.com
*Pro hac vice motion forthcoming

Attorneys for Plaintiff, Proposed Class and Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

SHERRY-LYNN QUESADA, Individually and On Behalf of All Others Similarly Situated, Plaintiff, v. META PLATFORMS, INC., Defendant.	Case No.: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT** Judge: Dept.: Hearing Date: Hearing Time: Date and Time: Complaint Filed:

On ________, the Court held a hearing on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement pursuant to California Rule of Court 3.769. As stated in the Court's Order (Dkt. ____), Plaintiff's Unopposed Motions for Final Approval of Class Action and Collective Action and PAGA Settlement (Dkt. ____) and for Attorneys' Fees, Costs, and Service Award (Dkt. ____) are GRANTED.

The Court GRANTS final approval of the settlement. The Court certifies the Settlement Class for settlement purposes only.[1] The Court approves the following distributions from the settlement:

- Attorney's fees in the amount of $1,333,333.33 or 1/3 of the Total Settlement Amount.
- Litigation costs in the amount of $[INSERT].
- Administration costs in the amount of $[INSERT].
- An enhancement of $10,000 to Plaintiff Sherry-Lynn Quesada.

Pursuant to CCP § 384(b), Plaintiff shall submit to the Court a final report on or before ______, setting forth the actual amounts paid to class members and other amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine whether further reports and/or a hearing will be necessary.

Without affecting the finality of this Order or entry of judgment, the Court retains jurisdiction of all matters relating to the enforcement of this Order and the settlement.

The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and this Order.

IT IS SO ORDERED.

Dated:___________

____

Hon. ____________

Judge of the Superior Court

1 All definitions have the same meaning as in the parties' settlement agreement.

Exhibit G

Jahan C. Sagafi (SBN 224887)
Kaelyn Mahar (SBN 338257)
Alina Pastor-Chermak (SBN 3359889)
OUTTEN & GOLDEN LLP
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San Francisco, CA 94111
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E-Mail: jsagafi@outtengolden.com
E-Mail: kmahar@outtengolden.com
E-Mail: apastor-chermak@outtengolden.com

Justin M. Swartz*
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685 3rd Ave, 25th Floor
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E-Mail: mlinares@shavitzlaw.com
*Pro hac vice motion forthcoming

Attorneys for Plaintiff, Proposed Class and Aggrieved Employees

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

SHERRY-LYNN QUESADA, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

META PLATFORMS, INC.,

Defendant.

Case No.:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT

Judge:

Dept.:
Hearing Date:
Hearing Time:
Date and Time:

Complaint Filed:

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND COLLECTIVE ACTION AND PAGA SETTLEMENT

The Motion for Preliminary Approval of Class and Collective Action and Private Attorneys General Act ("PAGA") settlement came on for a hearing on _________ at the ________________ Courthouse in Department ____ of this Court. Counsel for the parties appeared. The Court, having considered the proposed Class Action Settlement Agreement and Release ("Settlement Agreement"), attached to the Declaration of Justin M. Swartz as Exhibit 1 and the exhibits attached thereto; the Unopposed Motion for Preliminary Approval of Class and Collective Action and PAGA Settlement; the respective points and authorities and declarations submitted by the parties in support thereof, and GOOD CAUSE appearing, HEREBY ORDERS THE FOLLOWING:

This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order.

I. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS AND COLLECTIVE

1. Pursuant to California Code of Civil Procedure § 382, the Court preliminarily certifies the following California Class for settlement purposes only: All current and former non-exempt employees who (1) work or have worked overtime hours for Defendant in the State of California during the Class Period and (2) who have received RSUs that vested during the applicable limitations period.

2. Pursuant to 29 U.S.C. § 216(b), the Court conditionally certifies the following FLSA Collective for settlement purposes only: All non-exempt employees of Defendant who worked in the United States, but outside of California, at any time during the Collective Period, and who were awarded RSUs that vested at any time during the same period. Together with California Class, "Settlement Class."

3. In preliminarily certifying the California Class, the Court finds and concludes that under the relevant standard for certifying a class for settlement purposes that: the California Class is ascertainable and sufficiently numerous, there exists a well-defined community of interest, and a class action settlement is a superior method of adjudication for this case.

4. The Court appoints Named Plaintiff Sherry-Lynn Quesada as California Class Representative. The Court finds and concludes that for the purposes of certifying a settlement class, there is a commonality of interest between Plaintiff and the members of the Settlement Class and that Plaintiff's claims are typical of the claims of absent members of the Settlement Class.

5. The Court finds and concludes that the law firms Outten & Golden LLP and Shavitz Law Group has extensive experience and expertise in litigating complex employment class and collective actions and is hereby appointed California Class Counsel.

II. PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT

6. The Court preliminarily approves the Settlement Agreement because the Settlement appears to have been the product of serious, informed, and extensive arm's length negotiation; and finds on a preliminary basis that the Settlement Agreement is fair, reasonable, and adequate and appears to be within the range of reasonableness of a settlement which the Court could ultimately give final approval. The Settlement meets the standards for preliminary approval.

III. APPROVAL OF NOTICE OF NOTICE PLAN

7. The Court approves, as to form and content, the proposed Class Notice ("Notice") to be sent to Settlement Class Members.

8. The Court approves the procedure for California Class Members to exclude themselves from or object to the Settlement as set forth in the Settlement Agreement and Notice.

9. ILYM Group, Inc. is appointed as the Settlement Administrator. The Settlement Administrator shall comply with it its duties as set forth in the Settlement Agreement.

10. The Court approves the distribution of the Notice substantially in the manner and form as set forth in the Settlement Agreement. The Court directs the mailing of the Notice by first-class U.S. mail to Settlement Class Members in accordance with the Implementation Schedule set forth below. The Court finds that the Notice and distribution plan for the Notice meet the requirements of due process and provide the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members.

11. The Defendant shall, within thirty (30) days of the date of preliminary approval of the Settlement, provide the Administrator with the following information for each California Class and FLSA Collective member: name, employee ID, last-known address, last-known telephone number, and last four digits of social security number, as reflected in Defendant's records during the relevant period (the "Class Data").

12. The Administrator shall, within fourteen (14) calendar days of the date of receipt of the Class Data, mail the Notice by first-class U.S. Mail and, if able based on known contact information, text message, and email to each Settlement Class Member.

13. Any Settlement Class Member may choose to opt out of and be excluded from the Settlement Class as provided in the Notice by following the instructions set forth therein. Requests to be excluded must be postmarked within forty-five (45) calendar days after mailing of the Notice and which is extended by fifteen (15) days for any Class Member's notice that is re-mailed because it was returned as undeliverable ("Objection/Opt Out Deadline"). Any Settlement Class Member who timely submits an Opt-Out Statement will not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will not have any right to object to the Settlement or appeal the Final Approval Order and Judgment. Any Opt-Out Statement must be made in accordance with the Settlement Agreement and the instructions in the Notice. Settlement Class Members who do not submit a timely Opt-Out Statement shall be bound by all determinations of the Court, the Settlement, and any Final Approval Order and Judgment that may be entered thereon.

14. Any Settlement Class Member may choose to object to the Settlement by following the instructions set forth in the Notice and appearing at the Final Approval Hearing to object ("Objectors"). As provided in the Notice, no later than forty-five (45) calendar days after mailing of the Notice and which is extended by fifteen (15) days for any Class Member's notice that is re-mailed because it was returned as undeliverable ("Objection/Opt Out Deadline"), Objectors shall mail the Settlement Administrator a written statement objecting to the Settlement ("Objection") and must not have submitted an Opt-Out Statement. The Objection must: (1) contain the objecting California Class or FLSA Collective member's full name, current address,

and telephone number, as well as contact information for any attorney representing the objecting California Class or FLSA Collective member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than sixty (60) days after the Settlement Administrator originally mails the Class Notice.

IV. IMPLEMENTATION SCHEDULE AND FINAL APPROVAL HEARING

15. A final fairness hearing on the question of whether the proposed settlement should be finally approved is scheduled in _____ of this Court located at _________, on ____________________, 202__ at _________ to determine all necessary matters concerning the Settlement, including: whether the proposed Settlement is fair, adequate, and reasonable; whether the Settlement should be finally approved by the Court; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable; whether to grant the motion for attorneys' fees and costs payment, the class representative service awards, and settlement administration costs; and whether a Final Approval Order and Judgment should be entered.

16. The Motion for Final Approval shall be filed by Plaintiffs no later than 30 days after the response deadline to opt-out or object.

17. Pending the Fairness Hearing, all proceedings in this action, other than those necessary to carry out or enforce the terms of the Settlement Agreement and this Order, are stayed.

18. In accordance with the Settlement, the Court adopts the following "Implementation Schedule" for further proceedings:

30 calendar days after entry of order granting Preliminary Approval of Settlement	Meta to provide Settlement Administrator with the Class Data (Ex. 1 (Settlement Agreement) § I.2.a)
14 calendar days after receipt of Class Data	Settlement Administrator mails Notice to Class Members (*Id.* § I.2.b)

45 calendar days after the Settlement Administrator mails Notice to Class Members (or 15 calendar days after Notice is re-mailed)	Response deadline to opt-out or object (*Id.* §I.3.a. & I.3.b)
14 days before the Final Approval Hearing	Last day for Class Counsel to file Motion for Final Approval and motion for an award of attorneys' fees, costs, and Class Representative Service Award
5 days before the Final Approval Hearing	Last day for the parties to file a reply in support of the motion for final approval to the extend an opposition is filed
__________, 2026	Final Approval Hearing
__________, 2026	Final Accounting/Dismissal Hearing

19. The Fairness Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class Members (except those who have submitted timely and valid Objections), be continued or adjourned by Order of the Court.

20. If the Settlement does not become effective in accordance with its terms, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be deemed vacated and shall have no force or effect whatsoever, and the Action shall proceed as if no settlement has been attempted.

IT IS SO ORDERED

Dated: ______________________ ________________________________

Judge ___________________

Exhibit 2

OUTTEN & GOLDEN LLP

Advocates for Workplace Fairness

VIA ONLINE SUBMISSION
California Labor and Workforce Development Agency
Attn: PAGA Administrator

Re: PAGA Notice of California Labor Code Claims against Meta Platforms, Inc.

Dear PAGA Administrator:

Outten & Golden LLP represents Sherry-Lynn Quesada, who was a non-exempt employee of Meta Platforms, Inc. ("Meta"). Ms. Quesada worked for Meta from approximately May 2020 until approximately July 2023 in Menlo Park, California.

Ms. Quesada represents a group of "Aggrieved Employees" who are defined as all non-exempt, hourly paid employees of Meta Platforms, Inc. ("Defendant") who worked in California during the time period of May 3, 2023, until a date as determined by the Court. Plaintiff, on behalf of herself and the Aggrieved Employees, brings claims against Defendant for violating California's Labor Code in numerous ways. A copy of the Complaint is attached here and incorporated as though all alleged facts and theories were set forth fully herein.

As set forth in more detail in the Complaint, on behalf of the Aggrieved Employees, Ms. Quesada alleges that Meta failed to:

(1) pay all wages owed, including minimum, straight, and overtime wages, due to Defendant's failure to compensate employees for work performed off the clock, including time spent booting up computers and necessary applications and responding to emails, instant messages, and other correspondence outside of their regularly scheduled shift;
(2) properly calculate the regular rate of pay by failing to account for all non-discretionary compensation, including performance-based bonuses and incentives, equity grants, and other types of non-discretionary compensation, resulting in underpaid overtime and doubletime, meal period premium wages, rest break premium wages, sick pay wages, reporting time wages, and other compensation that must be paid at the regular rate of pay;
(3) pay all overtime and doubletime wages owed by failing to compensate employees at 1.5x the regular rate of pay for all hours worked over 8 hours in a day, 40 hours in a week, and for the first 8 hours worked on the seventh consecutive day of work within a single workweek, and 2x the regular rate of pay for all hours worked over 12 hours in a day and for any hours beyond the first 8 hours worked on the seventh consecutive day of work within a single workweek;
(4) provide legally compliant meal periods that were at least 30 minutes, uninterrupted, duty-free, and before the end of the fifth hour of work, and a second meal period on shifts that were greater than 10 hours in length, and during which the Aggrieved

Employees were free to leave the premises;

(5) pay Aggrieved Employees one hour of wages at the regular rate of pay every time they were not provided a legally compliant meal period;

(6) provide legally compliant, paid rest breaks that were at least 10 minutes, uninterrupted, duty-free, for every 4 hours worked or major fraction thereof, to be taken in the middle of each work period, and during which the Aggrieved Employees were free to leave the premises;

(7) pay Aggrieved Employees one hour of wages at the regular rate of pay each day they were not provided a legally compliant rest break;

(8) reimburse Aggrieved Employees for their reasonable and necessary business expenses, including for the use of their personal cell phones and internet, and for the purchase of tools and equipment necessary to establish a home office;

(9) provide Aggrieved Employees with complete, accurate, itemized wage statements that accurately reflected gross wages, net wages, total hours worked, and all applicable hourly rates in effect during the pay period; and

(10) timely pay Aggrieved Employees all wages earned each and every pay period;

(11) pay Aggrieved Employees all wages earned at the time of termination or within 72 hours of notice of resignation

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General act ("PAGA"), Cal. Lab. Code §§ 2698, *et seq.*, on behalf of Ms. Quesada and Aggrieved Employees for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2699, and the applicable Wage Orders.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if through further review or informal or formal discovery, Ms. Quesada becomes aware of additional compensation or penalties owed to her and other current or non-exempt employees or of additional claims against Meta, she reserves the right to revise these facts and/or add any new claims by amending this letter.

* * *

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact us at 212-245-1000.

Sincerely,

Jahan C. Sagafi

Attachment

Jahan C. Sagafi (SBN 224887)
Kaelyn Mahar (SBN 338257)
Alina Pastor-Chermak (SBN 3359889)
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*Pro hac vice motion forthcoming
*Attorneys for Plaintiff and
the Proposed Class and Collective*

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SHERRY-LYNN QUESADA, on behalf of herself and all others similarly situated, Plaintiff, -against- META PLATFORMS, INC.**,** Defendant.	**Index No.:** **CLASS ACTION COMPLAINT FOR:** **COA** **Jury Trial Demanded**

Plaintiff Sherry-Lynn Quesada ("Plaintiff"), individually and on behalf of all others similarly situated, as class representative, upon personal knowledge as to herself, and upon information and belief as to other matters, alleges as follows:

NATURE OF THE ACTION

1. This is a wage-and-hour, hybrid class and collective action brought under the Fair Labor Standards Act ("FLSA") and California state law. This lawsuit seeks to recover unpaid wages, liquidated damages, interest, statutory penalties, civil penalties, and attorney fees and costs under the FLSA, California Labor Code, California's applicable Industrial Welfare Commission ("IWC") Wage Orders, California's Unfair Competition Law ("UCL") Business and Professions Code § 17200, and the California Private Attorneys General Act, Labor Code §§ 2698 et seq. ("PAGA") for Plaintiff and similarly situated workers who have been employed by Meta Platforms, Inc. ("Meta" or "Defendant") as non-exempt employees.

THE PARTIES

Plaintiff Sherry-Lynn Quesada

2. Plaintiff Sherry-Lynn Quesada is an adult individual residing near Menlo Park, California.

3. Plaintiff was employed by Defendant as a non-exempt hourly employee from approximately May 2020 until approximately July 2023 in Menlo Park, California.

4. Throughout the relevant period, Plaintiff was a covered employee within the meaning of the FLSA and the California Labor Code.

Defendant

5. Meta Platforms, Inc. ("Meta") is a Delaware corporation with its headquarters in Menlo Park, California.

6. Meta operates the world's largest network of social media and sites, including Facebook, Instagram and WhatsApp, with a combined user base of over three billion regular users.

7. Meta regularly conducts substantial business in the State of California.

8. Throughout the relevant period, Meta employed Plaintiff and other California Class Members and FLSA Collective Members (defined below) as non-exempt employees nationwide, including throughout the State of California.

9. Throughout the relevant period, Meta has been a covered employer within the meaning of the FLSA, the California Labor Code, and applicable IWC Wage Orders.

10. At all times relevant to the Complaint, Meta maintained control, oversight, and direction over Plaintiff, California Class Members, and FLSA Collective Members.

11. Meta applies the same employment policies, practices, and procedures to all California Class Members and FLSA Collective Members.

JURISDICTION AND VENUE

12. This is a civil class action brought pursuant to California Code of Civil Procedure § 382. The monetary damages sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

13. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203, and the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

14. This Court further has jurisdiction over this action pursuant to Labor Code Section 2699(a) to recover civil penalties as authorized by law.

15. This Court has personal jurisdiction over Defendant because Defendant is a corporation that maintains its headquarters in California, is licensed to do business in California, regularly conducts business in California, and committed the unlawful acts alleged herein in California.

16. Venue is proper in this Court under California Code of Civil Procedure §§ 395 and 395.5 because many Class Members performed work for Defendant or were injured by Defendant in the county of San Bernardino, California and Defendant maintains offices and/or conducts business in this county.

COLLECTIVE ACTION ALLEGATIONS

17. Plaintiff brings this action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of herself and all similarly situated current and former non-exempt employees who (1) work or have worked overtime hours for Defendant during the Collective Period, (2) who have received RSUs that vested during the applicable limitations period, and (3) who opt into this action ("FLSA Collective Members").

18. Plaintiff and other FLSA Collective Members are similarly situated in that they are subject to Defendant's common compensation policy, pattern, or practice, including, without limitation, Defendant's failure to pay overtime premiums at the regular rate of pay by failing to account for all non-discretionary compensation, including performance-based bonuses and incentives, equity grants, and other forms of non-discretionary earnings over and above an employee's base hourly rate, when calculating the regular rate of pay, in violation of the FLSA.

19. Defendant is liable under the FLSA for, *inter alia*, failing to properly compensate Plaintiff and all other FLSA Collective Members when they worked over 40 hours in a workweek. The FLSA Collective Members are known to Defendant, are readily identifiable, and can be located through Defendant's records. Notice should be sent to the FLSA Collective Members, pursuant to 29 U.S.C. § 216(b).

20. The FLSA Collective period runs from May 3, 2021, and ends on the date as determined by the Court., pursuant to a Tolling Agreement the parties entered to toll the FLSA claims.

CLASS ACTION CLAIMS

21. Plaintiff also brings this action under Code of Civil Procedure § 382 on behalf of herself and all others similarly situated who were affected by Defendant's Labor Code, UCL, IWC Wage Order and PAGA violations.

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

23. Plaintiff's proposed Class consists of and is defined as follows:

All current and former non-exempt employees who (1) work or have worked overtime hours for Defendant in the State of California during the Class Period and (2) who have received RSUs that vested during the applicable limitations period.

24. Members of the Class described above will be collectively referred to as "Class Members" or the "Class." Plaintiff reserves the right to establish other or additional subclasses, or modify any Class or Subclass definition, as appropriate based on investigation, discovery and specific theories of liability.

25. The Class Period runs from May 3, 2020 and ends on the date as determined by the Court, pursuant to a Tolling Agreement the parties entered to toll claims brought under California law.

26. This action has been brought and may properly be maintained as a class action under the California Code of Civil Procedure § 382 because there are common questions of law and fact as to the Class that predominate over questions affecting only individual members including, but not limited to:

a. whether Defendant failed to timely pay Class Members' wages due during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203, and 204 and related IWC Wage Orders;

b. whether the Defendant failed to pay for all time worked, including for any time worked off the clock;

c. whether the Defendant failed to pay proper compensation to Class Members for all work hours in excess of 8 per workday and 40 per workweek in violation of Cal. Labor Code § 510 and related IWC Wage Orders;

d. whether the Defendant failed to provide timely, duty-free, unpaid meal periods of at least 30 minutes to Class Members;

e. whether the Defendant failed to provide timely, duty-free, paid rest breaks of at least 10 minutes to Class Members;

f. whether the Defendant failed to pay one hour of premium pay at the regular rate of pay for each day that a Class Member did not receive a compliant meal period;

g. whether the Defendant failed to pay one hour of premium pay at the regular rate of pay for each day that a Class Member did not receive a compliant rest break;

h. whether the Defendant failed to properly calculate the regular rate of pay by failing to account for all forms of non-discretionary compensation when computing the regular rate of pay for purposes of overtime, doubletime, meal and rest premium payments, paid sick leave, and other forms of compensation that must be paid at the regular rate of pay;

whether the Defendant failed to keep accurate time records for all hours worked by Class Members;

i. whether Defendant failed to furnish Class Members with timely, accurate and itemized wage statements in violation of Cal. Labor Code § 226(a);

j. whether the Defendant failed to reimburse Class Members for reasonable and necessary expenses incurred in performance of their job duties, including but not limited to, expenses incurred in connection to working remotely or from a home office, including internet and cell phone usage; the nature and extent of Class-wide injury and the appropriate measure of damages sustained by Class Members; and

k. whether Defendant acted willfully or with reckless disregard with respect to the alleged violations, including its failure to pay Class Members.

27. There is a well-defined community of interest in this litigation and the Class Members are readily ascertainable:

28. Numerosity: Upon information and belief, there are thousands of members in the proposed Class. The proposed Class is so numerous that joinder of all members is impracticable, and the disposition of their claims as a class will benefit the parties and the Court.

29. Ascertainability: The Class Members are readily ascertainable. The number, identity, hours worked, and compensation of the Class Members are determinable from Defendant's regular business records. For purposes of notice, Class Members' names and addresses are readily available from the Defendant.

30. Typicality: Plaintiff's claims are typical of those claims that could be alleged by any member of the Class, and the relief sought is typical of the relief which would be sought by each member of the Class in separate actions. All the Class Members were subject to the same company practices of Defendant, as alleged herein. Defendant's company-wide policies and practices affected all Class Members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Class Member. Plaintiff and other Class Members sustained similar losses, injuries, and damages arising from the same unlawful policies, practices, and procedures.

31. Adequacy: Plaintiff is able to fairly and adequately protect the interests of the Class and has no interests antagonistic to the Class. Plaintiff is represented by attorneys who are experienced and competent in both class action litigation and employment litigation and have previously represented plaintiffs in wage and hour cases.

32. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy — particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against a corporate Defendant. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual Class members are small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Class members to redress the wrongs done to them.

33. Public Policy Considerations: Important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Class, establishing incompatible standards of conduct for Defendant and resulting in the impairment of Class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action. Moreover, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.

Former employees are often fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

FACTUAL ALLEGATIONS

COMMON FACTUAL ALLEGATIONS

34. During the course of their employment with Defendant, Plaintiff, Class Members, and FLSA Collective Members regularly work in excess of 40 hours overtime-eligible hours in each workweek but are not properly compensated for those hours at one and one-half times their respective regular rates of pay for all hours worked over forty in each workweek.

35. When Defendant pays Plaintiff, Class Members, and FLSA Collective Members, it fails to include all non-discretionary compensation, including performance-based bonuses and incentives, equity, and other types of compensation, in their regular rates of pay, as required by the FLSA and California law. As a result, Plaintiff, Class Members, and FLSA Collective Members have been paid less than the required one-and-a-half times the regular rate of pay for their properly calculated regular hourly rates, as defined in the FLSA and California law, for all overtime-eligible hours worked under applicable law in excess of forty in a workweek.

36. Pursuant to a common policy, pattern or practice, Defendant treats Plaintiff, Class Members, and FLSA Collective Members similarly with respect to the violations claimed and fails to pay them overtime wages at the correct rate of pay, in violation of the FLSA and California law.

37. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA and California law.

38. Defendant was aware or should be aware that the FLSA and California law require it to pay non-exempt employees an overtime premium using the correct regular rate of pay for all overtime-eligible hours worked under applicable law in excess of 40 hours per workweek.

FIRST CAUSE OF ACTION

Violation of Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, – Unpaid Overtime Wages (Brought on Behalf of Plaintiff and the FLSA Collective Members)

39. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

40. At all relevant times, Plaintiff and other similarly situated FLSA Collective Members were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

41. The overtime wage provisions set forth in 29 U.S.C. §§ 201, *et seq*., of the FLSA apply to Defendant.

42. At all relevant times, Defendant was the employer of Plaintiff and other similarly situated FLSA Collective Members and was engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

43. At all relevant times, Plaintiff and other similarly situated FLSA Collective Members were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

44. During the course of their employment with Defendant, Plaintiff and FLSA Collective Members regularly worked overtime-eligible hours in each workweek but were not properly compensated for those hours, including because it failed to compensate them for all hours worked, and when it did compensate them, it failed to do so at the regular rate of pay.

45. Plaintiff and FLSA Collective Members were not compensated for all hours worked because they performed compensable activities while off the clock that was not compensated, including, among other activities, booting up their computers, opening applications prior to clocking in, and responding to emails, instant messages, and other correspondence outside of their shift.

46. When Defendant pays Plaintiff and FLSA Collective Members, it fails to include all non-discretionary compensation, including performance-based bonuses and incentives, equity

grants, and other types of compensation, in their regular rates of pay, as required by the FLSA. As a result, Plaintiff and FLSA Collective Members have been paid less than the required one-and-a-half times the regular rate of pay, as defined by the FLSA, for all overtime-eligible hours worked under applicable law.

47. Pursuant to a common policy, pattern or practice, Defendant treats Plaintiff and FLSA Collective Members similarly with respect to the violations claimed and fails to pay them for all hours worked and fails to pay them overtime wages at the correct rate of pay, in violation of the FLSA.

48. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA and California law.

49. Defendant was aware or should be aware that the FLSA and California law require it to pay non-exempt employees an overtime premium using the correct regular rate of pay for all overtime-eligible hours worked under applicable law.

50. Defendant's violations of the FLSA, as described in this Complaint, have been willful and intentional.

51. Defendant has not made a good faith effort to comply with the FLSA with respect to its compensation of Plaintiff and the FLSA Collective Members.

52. Because Defendant's violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

53. As a result of Defendant's willful violations of the FLSA, Plaintiff and other similarly situated FLSA Collective Members have suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq*., in amounts to be determined at trial or through undisputed record evidence, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION

Failure to Pay Minimum and Overtime Wages – Off-the-Clock Work
(Violation of Labor Code §§ 510, 1194, 1197, 1197.1, and the applicable IWC Wage Order)
(Brought on behalf of Plaintiff and the California Class)

54. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

55. Labor Code § 1197 provides that the minimum wage for employees fixed by the commission or by any applicable state or local law is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum is unlawful.

56. Labor Code § 510 provides that any work performed beyond 8 hours in a day or 40 hours in a workweek, and the first 8 hours worked on the seventh consecutive day of work within a single workweek be compensated at an overtime rate of one and one-half times the regular rate of pay.

57. Labor Code § 510 also provides that any work performed beyond 12 hours in a day or beyond 8 hours on the seventh consecutive day of work within a single workweek be compensated at a doubletime rate of two times the regular rate of pay.

58. Labor Code § 204 requires employers to timely compensate employees for all time worked.

59. Labor Code § 1194 provides a private right of action for employees to recover unpaid wages, plus interest, for work performed and to recover reasonable attorneys' fees and costs of suit in collecting those unpaid wages.

60. Defendant maintained a pattern of practice of requiring Class Members to perform work off the clock and without compensation.

61. Among other compensable activities, Defendant did not compensate Class Members for the time it took them to boot up their computers and open necessary applications to perform their everyday job duties. Defendant also did not compensate Class Members for the time

spent responding to emails, instant messages, and other correspondence outside of their regularly scheduled shift.

62. Sometimes these activities were performed after exceeding the daily and weekly overtime and doubletime thresholds established by Labor Code § 510.

63. Pursuant to a common policy, pattern, or practice, Defendant treats all Class Members similarly with respect to the violations claims and fails to compensate them for all time worked.

64. Defendant knew that Class Members were performing these compensable activities off the clock and failed to compensate them for their time worked.

65. As a direct result of Defendant's unlawful practices, Class Members were not compensated for all time worked and, thus, were not paid minimum, overtime, and doubletime wages.

THIRD CAUSE OF ACTION
Failure to Pay Overtime Wages – Regular Rate of Pay
(Violation of Labor Code § 510, 1194, 1198, and the applicable IWC Wage Order)
(Brought on behalf of Plaintiff and the California Class)

66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

67. Plaintiff and class members were non-exempt employees entitled to the protections of California Labor Code §§ 510 and 1194.

68. When Defendant pays overtime and doubletime to Plaintiff and Class Members, it fails to include all non-discretionary compensation, including performance-based bonuses and incentives, equity grants, and other types of compensation, in their regular rates of pay, as required by California law. As a result, Plaintiff and Class Members have been paid less than the required one-and-a-half times or two times the regular rate of pay for all overtime- and doubletime-eligible hours worked under California law.

69. Pursuant to a common policy, pattern or practice, Defendant treats Plaintiff and Class Members similarly with respect to the violations claimed and fails to pay them overtime and doubletime wages at the correct rate of pay, in violation of California law.

70. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a pattern, practice, and/or policy of violating California law.

71. Defendant was aware or should be aware that California law requires it to pay non-exempt employees an overtime premium using the correct regular rate of pay for all overtime-eligible hours worked under applicable law.

72. In violation of state law, Defendant has knowingly and willfully refused to perform its obligations and compensate Plaintiff and Class Members for all wages earned as alleged above.

FOURTH CAUSE OF ACTION
Failure to Provide Compliant Meal Periods and/or Pay Meal Premium Wages
Violation of Labor Code §§ 226.7, 512, and the Applicable IWC Wage Order
(Brought on behalf of Plaintiff and the California Class)

73. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

74. Labor Code § 512 provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. Section 512 further provides that an employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

75. Labor Code § 226.7 provides that, if an employer fails to provide an employee with the legally required meal periods, then the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that compliant meal

periods were not provided.

76. In *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021), the California Supreme Court held that "regular rate of compensation", as used in Labor Code § 226.7, has the same meaning as "regular rate of pay" as used in Labor Code § 510.

77. During the relevant time period, and as a common policy, pattern, or practice, Defendant failed to provide Plaintiff and Class Members all meal periods as required by law. Not only did Defendant fail to schedule timely meal periods of at least 30 minutes, Defendant also frequently required Plaintiff and Class Members to perform work during their meal periods, interrupting them, or cutting them short such that Plaintiff and Class Members did not receive 30 minutes of uninterrupted, duty-free, off-the-clock time for their meal period.

78. When Plaintiff and Class Members did not receive timely meal periods of at least 30, uninterrupted, duty-free minutes, as a common policy, pattern, or practice, Defendant failed to provide them with one hour of premium pay.

79. And as alleged above, Defendant failed to properly calculate the regular rate of pay. As a result, as a common policy, pattern, or practice, if it did pay one hour of premium pay, it failed to pay it at the regular rate of pay.

80. As a direct result of Defendant's unlawful practices, Plaintiff and Class Members have been damaged in an amount according to proof at trial.

FIFTH CAUSE OF ACTION
Failure to Provide Compliant Rest Periods and/or Pay Rest Premium Wages
Violation of Labor Code §§ 226.7 and the Applicable IWC Wage Order
(Brought on behalf of Plaintiff and the California Class)

81. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

82. IWC Wage Order 4, Section 12, provides that, for any shift that is longer than three-and-one-half hours, every employer shall authorize and permit all employees to take a paid

rest break of at least 10 minutes for every four hours worked or major fraction thereof. As far as practicable, rest breaks should be provided in the middle of each work period.

83. The Wage Order and Labor Code § 226.7 also provide that, if an employer fails to provide an employee with all legally required rest breaks, then the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that all required rest breaks were not provided.

84. During the relevant time period, and as a common policy, pattern, or practice, Defendant failed to provide Plaintiff and Class Members all rest breaks as required by law. Not only did Defendant fail to schedule timely rest breaks of at least 10 minutes, Defendant also frequently required Plaintiff and Class Members to perform work during their rest breaks interrupting them, or cutting them short such that Plaintiff and Class Members did not receive 10 minutes of uninterrupted, duty-free time for their rest break.

85. When Plaintiff and Class Members did not receive timely rest breaks of at least 10, uninterrupted, duty-free minutes, as a common policy, pattern, or practice, Defendant failed to provide them with one hour of premium pay.

86. And as alleged above, Defendant failed to properly calculate the regular rate of pay. As a result, as a common policy, pattern, or practice, if it did pay one hour of premium pay, it failed to pay it at the regular rate of pay.

87. As a direct result of Defendant's unlawful practices, Plaintiff and Class Members have been damaged in an amount according to proof at trial.

SIXTH CAUSE OF ACTION
Failure to Provide Accurate, Itemized Wage Statements
Violation of Labor Code § 226
(Brought on behalf of Plaintiff and the Class)

88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as

though fully set forth herein.

89. Labor Code § 226(a) requires Defendant to provide each employee with an accurate wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

90. During the relevant time period, Defendant has knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class Members. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, accurate inclusive dates of the pay period, and all applicable hourly rates in effect and the number of hours worked at each hourly rate by Plaintiffs and class members.

91. As a result of Defendant's violation of California Labor Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily protected rights. Specifically, Plaintiff and Class Members have been injured by Defendant's intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate itemized wage statements under California Labor Code § 226(a). Plaintiff had to file this lawsuit in order to determine the extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendant provided the accurate

wages earned. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendant.

92. California Labor Code § 226(a) requires an employer to pay the greater of all actual damages or fifty dollars ($50.00) for the initial pay period in which a violation occurred, and one hundred dollars ($100.00) per employee for each violation in subsequent pay periods, plus attorney's fees and costs, to each employee who was injured by the employer's failure to comply with California Labor Code § 226(a).

93. Defendant's violations of California Labor Code § 226(a) prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid to them, and resulted in an unjustified economic enrichment to Defendant. As a result of Defendant's knowing and intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members have suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

94. Plaintiff and Class Members are also entitled to injunctive relief under California Labor Code § 226(h), compelling Defendant to comply with California Labor Code § 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

SEVENTH CAUSE OF ACTION
Failure to Timely Pay Wages Upon Separation
Violation of Labor Code §§ 201-203, 210
(Brought on Behalf of Plaintiff and the Class)

95. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

96. Labor Code § 201 provides that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

97. Labor Code § 202 provides that, if an employee resigns, the employer must pay all wages earned and unpaid within the longer of either (a) 72 hours from the notice of resignation or

(b) the employee's last day of work.

98. Labor Code § 203 provides that, if an employer willfully fails to pay a terminated employee all wages earned and unpaid in compliance with §§ 201 and 202, then the employee will be entitled to one day's worth of wages at the employee's final wage rate from the date that final wages were due until all outstanding wages have been paid, up to a cap of 30 days.

99. As alleged above, Defendant's common policies and practices result in unpaid wages to Plaintiff and Class Members. Accordingly, when Plaintiff and Class Members terminated their employment with Defendant, earned wages remained unpaid, entitling them to waiting-time penalties under Labor Code § 203.

100. In addition, Defendant failed to pay Plaintiff and Class Members all accrued but unused vacation time upon termination, resulting in wages that remain unpaid.

101. Defendant has not compensated Plaintiff and terminated Class Members for all wages owed for more than 30 days, entitling each of them to the maximum penalty amount allowed by law.

EIGHTH CAUSE OF ACTION
Failure to Timely Pay Wages During Employment
Violation of Labor Code §§ 204, 210
(Brought on Behalf of Plaintiff and the Class)

102. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

103. Labor Code § 204 provides that, with some exceptions, all wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.

104. Labor Code § 210 provides that, if an employer fails to comply with Section 204, it will be subject to a penalty of one hundred dollars ($100) for any initial violation and two hundred dollars ($200) for any subsequent violation for each employee, plus 25 percent of the

amount unlawfully withheld.

105. As alleged above, Defendant's common policies and practices result in unpaid wages to Plaintiff and Class Members during the course of their employment. Each pay period that Plaintiff and Class Members performed work off the clock, were not provided all compliant meal or rest breaks, and were not paid premium wages at the regular rate of pay, Defendant failed to pay all wages earned in violation of Labor Code § 204.

<u>NINTH CAUSE OF ACTION</u>
Failure to Pay Sick Pay Wages
Violation of Labor Code §§ 201-204, 210, 233, 246
(Brought on Behalf of Plaintiff and the Class)

106. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

107. Labor Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of entitlement.

108. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Labor Code § 246.5.

109. Labor Code § 246(*l*) requires that paid sick time for nonexempt employees be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

110. As a matter of common policy and practice, Defendant did not pay paid sick leave at the regular rate of pay, resulting in unpaid wages to Plaintiff and Class Members during employment and at termination.

TENTH CAUSE OF ACTION
Failure to Reimburse Necessary Business Expenses
Violation of Labor Code § 2802
(Brought on Behalf of Plaintiff and the Class)

111. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth therein.

112. Labor Code § 2802 provides that: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

113. Throughout the Class Period, Defendant required Plaintiff and Class Members to work from home, incurring expenses related to running a home office. Defendant required Plaintiff and Class Members to use their personal internet service for work purposes without paying for a reasonable portion of their internet bill related to work-related use. Defendant required Plaintiff and Class Members to download applications on their personal cell phones, including email and instant messaging applications, for work purposes without paying for a reasonable portion of their cell phone bill related to work-related use. Defendant did not provide Plaintiff and Class Members the necessary tools and equipment to establish a home office, requiring Plaintiff and Class Members the cost of doing so.

114. As a matter of common pattern and practice, Plaintiff and Class Members incurred reasonable and necessary expenses to complete their principal job duties, and Defendant has failed to reimburse them.

ELEVENTH CAUSE OF ACTION
Violation of Business and Professions Code §§ 17200, *et seq*.
(Brought on behalf of Plaintiff and the Class)

115. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as

though fully set forth herein.

116. Defendant is a "person" as that term is defined under Cal. Bus. and Prof. Code § 17021.

117. Defendant's conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

118. Defendant's activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*

119. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

120. Defendant's policies and practices have violated state law at least in the ways alleged in Paragraphs 32-107.

121. Defendant intentionally engaged in the alleged unlawful business practices to artificially lower the cost of doing business, undercut their competitors, and establish and gain a greater foothold in the marketplace.

122. By the conduct alleged herein, Defendant's practices were unlawful and unfair in that these practices violate public policy, were immoral, unethical, oppressive, unscrupulous or substantially injurious to employees, and were without valid justification or utility for which this Court should issue equitable and injunctive relief pursuant to Business and Professions Code § 17203, including restitution of wages wrongfully withheld.

123. Pursuant to Business and Professions Code §§ 17200, *et seq.* Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendant during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws; and an

award of costs.

TWELFTH CAUSE OF ACTION
Enforcement Of Labor Code § 2698 *et seq.* (PAGA)
(Brought on behalf of Plaintiff and the Class)

124. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

125. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

126. Plaintiff timely provided notice of Defendant's violations of the Labor Code and her intent to seek civil penalties for them to the LWDA.

127. For all of the reasons alleged throughout this Complaint, Defendant's conduct violates numerous Labor Code sections including, but not limited to, Sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802 due to Defendant's failure to pay all wages owed, including minimum straight, overtime, reporting time, and sick pay wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period or rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; and failure to timely pay wages during employment or upon separation.

128. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil

penalty as follows: (1) For any violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee."

129. As set forth above, Defendant has violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff seeks the remedies set forth in Labor Code § 558 for herself, the underpaid employees, and the State of California.

130. Plaintiff and Class Members are "aggrieved employees" because they were employed by the alleged violators and had one or more of the alleged violations committed against them, and therefore are properly suited to represent the interests of all other aggrieved employees.

131. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

132. Labor Code section 226.3 provides for civil penalties for violations of Section 226. The civil penalty is $250 for the initial violation and $1,000 for each subsequent violation.

133. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

134. Plaintiffs, as representatives of the State of California, seek to recover all Labor

Code section 2699(f)(2) civil penalties for each Labor Code violation alleged herein, according to proof, as to those penalties otherwise only available in public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with 65% of penalties recovered provided to the LWDA on behalf of the State of California. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

135. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of Class and FLSA Collective, requests the following relief:

A. For Plaintiff be allowed to give notice of this Class and collective action, or that the Court issue such notice, to all members of the Class and FLSA Collective. Such notice should inform them that this civil action has been filed, of the nature of the action, and of their right to join this lawsuit, among other things;

B. For certification of this action as a class and collective action, including certifying the Class and Collective.

C. For designation of Plaintiff as Class Representative for the class she seeks to represent and counsel of record as Class Counsel;

D. For a service award for Plaintiff for serving as a class representative in an amount to be approved by the Court;

E. For compensatory damages in an amount according to proof with interest thereon;

F. For economic and/or special damages in an amount according to proof with interest thereon;

G. For unpaid overtime pay and an additional and equal amount as liquidated damages pursuant to the FLSA and the supporting United States Department of Labor regulations;

H. For payment of all regular, and/or overtime wages for all hours worked as required by law in an amount according to proof;

I. For payment of all wages due upon separation of employment as required by law, in an amount according to proof;

J. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code § 1194.2;

K. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

L. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 226(e) and 1194;

M. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

N. For an order requiring Defendant to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

O. For pre-judgment interest and post-judgment interest as provided by law;

P. For issuance of a declaratory judgment that the practices complained of in this Class and Collective Action Complaint are unlawful under appropriate state law;

Q. For appropriate equitable and injunctive relief to remedy violations, including but not necessarily limited to an order enjoining Defendant from continuing its unlawful practices;

R. For such other relief as this Court shall deem just and proper.

JURY DEMAND

Plaintiff demands a jury to hear and decide all issues of fact.

Dated: October 15, 2025

San Francisco, CA

Respectfully submitted,

/s/ ____________________________

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Kaelyn Mahar (SBN 338257)
Alina Pastor-Chermak (SBN 3359889)
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Attorneys for Plaintiff and
the Proposed Class and Collective

Exhibit 3

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Quesada v. Meta
Monday, August 11, 2025

Requesting Attorney:
Kaelyn Mahar
Outten & Golden LLP
KMahar@outtengolden.com
347.390.2118

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Overtime Collective & Class Action

KEY ASSUMPTIONS	
Total Number of Collective Members	4,000
Estimated Percentage of Remails	15%
Check Imaging to Counsel	Yes
Certified Spanish Translation	No
ILYM Group Interactive Website	No
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$1,625.00
Project Management:	$3,840.00
Notification & Mailing:	$7,955.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$17,295.00
Case Conclusion:	$1,235.00

Not-To-Exceed ILYM Fees & Expenses: $31,950.00

ILYM GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Quesada v. Meta

Monday, August 11, 2025

Requesting Attorney's Name: Kaelyn Mahar

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	5	$750.00
Programming of Class Database	Hourly	$175.00	5	$875.00
			Subtotal	**$1,625.00**

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

Activity	Rate Type	Unit Cost	Volume	Amount
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	8	$960.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	4	$280.00
Staff Hours for Processing Claim Forms, Disputes & Objections	Hourly	$70.00	4	$70.00
Report Processing	Hourly	$70.00	4	$280.00
NCOA	Flat Rate	$1,000.00	1	$1,000.00
Toll-Free Customer Service Representative	Flat Fee	$1,250.00	1	$1,250.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$3,840.00**

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION & MAIILING				
Fulfillment of Notice and/or Claim Form, English only (12 pages, double-sided)	Per Piece	$1.00	4,000	$4,000.00
USPS First Class Postage	Per Piece	$0.70	4,000	$2,800.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$1.50	520	$780.00
Storage, Photocopies & Deliveries	Flat Fee	$375.00	1	$375.00
			Subtotal	**$7,955.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Quesada v. Meta

Monday, August 11, 2025

Requesting Attorney's Name: Kaelyn Mahar

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	5	$750.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	5	$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$0.80	4,000	$3,200.00
USPS First Class Postage	Per Piece	$0.70	4,000	$2,800.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.00	320	$320.00
Reminder Postcard for Uncashed Checks	Per Piece	$0.90	1,200	$1,080.00
Additional State Filing	Per State	$150.00	42	$6,300.00
Preparation of Taxes	Hourly	$120.00	6	$720.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$17,295.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	2	$200.00
Project Manager Final Reporting	Hourly	$120.00	3	$360.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration(s)	Hourly	$125.00	2	$125.00

Subtotal **$1,235.00**

Not-To-Exceed ILYM Fees & Expenses: **$31,950.00**

ILYM Group's Terms and Conditions

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

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

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

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

Payment of Charges: The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

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

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

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

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

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

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

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

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

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

Exhibit 4

Date	Record ID Number	Description	Amount
3/20/2024	2126975	FedEx- Overnight Delivery/Messenger Services- FedEx	$89.14
4/10/2024	2127977	FedEx- Overnight Delivery/Messenger Services- FedEx	$57.82
6/17/2024	2131915	ADR Services- Mediation Fees- Mediation Fee	$8,395.00
4/7/2025	2137399	Pacer Service Center- Online Research- Pacer Research	$2.40
			$8,544.36

Exhibit 5

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*Pro hac vice motion forthcoming

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SHERRY-LYNN QUESADA, on behalf of herself and all others similarly situated,

Plaintiff(s),

v.

META PLATFORMS, INC.,

Defendant(s).

DECLARATION OF SHERRY-LYNN QUESADA IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY SETTLEMENT APPROVAL

I, SherryLynn Quesada, declare as follows:

1. I am a named plaintiff and PAGA representative in the above-captioned action. I make this Declaration in support of Plaintiff's Unopposed Motion for Settlement Approval.

2. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

3. In recognition for the services that I provided as a named Plaintiff, and in exchange for signing a general release of my claims, I am requesting an enhancement award of $10,000.

4. I estimate that I spent approximately 10-15 hours working on this case and the settlement of the Labor Code, FLSA, and PAGA claims alleged in this lawsuit, including the following tasks:

a. Being interviewed in detail by my attorneys and providing information about my job and Meta's policies and practices, as part of the initial investigation;

b. Reviewing a proposed representation agreement;

c. Carefully considering whether to serve as a class representative, understanding that my name would be on publicly filed court documents;

d. Searching for and providing my attorneys with documents related to my work for Meta;

e. Preparation for mediation, including further interviews with my attorneys about the specific factual scenarios for each claim;

f. Discussing mediation strategy and settlement numbers with my attorneys;

g. Remaining available to answer questions and provide input during mediation sessions, including by weighing in on settlement value and settlement terms;

h. Reviewing a draft of the Complaint prior to filing this lawsuit, and discussing any questions I had about it with my attorneys;

i. Reviewing the Settlement Agreement, discussing it in detail with my attorneys, and signing it;

j. I was also prepared and stood ready to perform additional tasks that I understood are required of a class representative.

5. I took on the risk because I believe that I and others had been improperly compensated by Meta and that I could help to deter such conduct by seeking penalties as a PAGA representative.

6. I have not received any benefit as a result of prosecuting this action, outside of my share as a Class Member and Aggrieved Employee and whatever enhancement award (if any) that the Court might approve. I am not aware of the amount of my estimated payout at this time as I understand those amounts have yet to be calculated on an individual basis.

7. I have not incurred any expenses to further the prosecution of this action because my attorneys advanced court costs and other expenses of litigation, the repayment of which was contingent on the outcome of the matter.

8. If the Court awards an enhancement award for my service as a Class and PAGA representative, I will provide Meta with a general release of all claims that I have or may have against it, known or unknown. I am not aware of any claim that I may have against Meta other than the claims that I asserted in this case, and therefore, I do not know the hypothetical value of such claims.

9. I have never been named Class or PAGA representative in any other case, pending or closed.

10. I do not have any conflicts of interest that would compromise my representation of the Class and Aggrieved Employees.

* * *

I declare under penalty of perjury that the foregoing is true and correct

Executed on 11/11/25 at Atwater, California.

SherryLynn Quesada

Exhibit 6

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*Pro hac vice motion forthcoming

Attorneys for Plaintiff and the Proposed Class and Collective

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SHERRYLYNN QUESADA, on behalf of herself and all others similarly situated, Plaintiff(s), v. META PLATFORMS, INC., Defendant(s).	Case No. **DECLARATION OF MARILYN LINARES, ESQ. IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT**

I, Marilyn Linares, Esq., hereby declare as follows:

1. I am an Associate at the Shavitz Law Group, P.A. ("SLG") in Boca Raton, Florida. SLG is an eight attorney firm based in Boca Raton, Florida with an office in New York, New York, that focuses on representing workers as plaintiffs in employment-related matters, including claims based upon individual and class-wide violations of federal and state wage and hour laws.

2. I am a member in good standing of the bar of the states of Florida and North Carolina. I am admitted to practice *pro hac vice* in this matter.

3. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class and Collective Action Settlement. I have personal knowledge of the matters set forth herein and would so testify if called as a witness.

FIRM AND ATTORNEY BACKGROUND

4. For the past 25 years, SLG has focused on representing workers in wage and hour matters. My background and those of other SLG employees who worked on this matter are detailed below.

5. I joined SLG in 2023 and am an Associate with the firm. I have been admitted to the Florida Bar since 2021 and to the North Carolina Bar since 2022. I obtained my undergraduate degree in Political Science from Florida Atlantic University and earned my law degree from Floria Coastal School of Law. I have been a member of the Florida bar since 2021, a member of the North Carolina bar since 2022, and am also admitted to practice in the U.S. District Courts for the Middle District of Florida and Southern District of Florida.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed on this 14 day of November, 2024, in Saint Augustine, Florida.

/s/ *Marilyn Linares*
Marilyn Linares