EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act Claim ("Settlement Agreement" or "Agreement") is made by and between, on the one hand, Daniel Kelley ("Plaintiff"), on behalf of himself, and on behalf of all other similarly situated Alleged Aggrieved Employees and the California Labor Workforce and Development Agency ("LWDA"), and on the other hand, Defendant Oracle America, Inc. ("Defendant" or "Oracle"). Plaintiff and Defendant are collectively referred to herein as the "Parties" and may be individually referred to as a "Party."

A. Definitions

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" or "Lawsuit" means and refers to *Daniel Kelley v. Oracle America, Inc.,* Case No. 23-CIV-03540 initiated on July 31, 2023, currently pending in the Superior Court of the State of California, County of San Mateo.

2. "Active Date" refers to the earlier of (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Final Order and Judgment; (ii) final affirmance of the Final Order and Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Final Order and Judgment is no longer subject to further judicial review.

3. "Agreement" or "Settlement Agreement," shall mean this Settlement Agreement and Release of the Private Attorneys General Act Claim, together with all attached Exhibit(s).

4. "Alleged Aggrieved Employees" means all current and former non-exempt or hourly-paid employees who were employed by Defendant in California for at least one Eligible Pay Period.

5. "Alleged Aggrieved Employee Settlement Proceeds" means twenty-five percent (25%) of the Net PAGA Settlement Amount that shall be paid to the Alleged Aggrieved Employees.

6. "Attorney's Fees and Costs" means the amount of money for which Plaintiff's Counsel shall make application to the Court, that shall not exceed one-third of the Gross Settlement Amount ($786,666), and actual litigation costs not to exceed $35,000, which shall be paid out of the Gross Settlement Amount.

7. "Court" shall mean the Superior Court of the State of California, County of San Mateo.

8. "Defendant's Counsel" means and refers to Sheppard, Mullin, Richter & Hampton LLP.

9. "Effective Date" means the date that the Court enters the Final Order and Judgment.

10. "Eligible Pay Period" means any pay period worked by an Alleged Aggrieved Employee while they are in a non-exempt or hourly-paid position in California at any time during the PAGA Period.

11. “Final Order and Judgment” means the Court’s order granting the motion for approval of the PAGA Settlement Agreement and entering a judgment.

12. “Funding Date” means fifteen (15) days after the Active Date.

13. “Gross Settlement Amount” or “GSA” means the maximum settlement amount that Defendant will pay in connection with the Settlement. The GSA is Two Million Three Hundred Sixty Thousand Dollars and Zero Cents ($2,360,000.00). The GSA includes all Settlement Administrator’s fees and costs; attorney’s fees and costs incurred by Plaintiff in connection with the prosecution, mediation and settlement of the claims in the Action; Alleged Aggrieved Employee Settlement Proceeds; the LWDA Settlement Proceeds; and Plaintiff’s Service Award, all in the amounts approved by the court. No part of the GSA shall revert to Defendant under any circumstances.

14. “Individual PAGA Payment” means the Alleged Aggrieved Employees’ pro rata share of 25% of the Net PAGA Settlement Amount calculated according to the number of Eligible Pay Periods the Alleged Aggrieved Employee worked during the PAGA Period.

15. “LWDA Settlement Proceeds” means seventy-five percent (75%) of the Net PAGA Settlement Amount that shall be paid to the LWDA.

16. “Net PAGA Settlement Amount” is the amount that remains after deducting Plaintiff’s Counsel’s Attorney’s Fees and Costs, the Settlement Administrator’s fees and costs, and Plaintiff’s Service Award from the Gross Settlement Amount.

17. “Notice” means the written notice to be mailed to all Alleged Aggrieved Employees with their settlement payment checks after the Court enters its Final Order and Judgment, and the Active Date occurs, in a form substantially similar to Exhibit A hereto and as approved by the Court.

18. “PAGA Settlement” or “Settlement” means the settlement of the Action as memorialized in this Agreement.

19. “PAGA Period” means the period from April 12, 2022 through February 2, 2025 (“End PAGA Period”).

20. “Plaintiff’s Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Victoria B. Rivapalacio, Christine T. LeVu and Adolfo Sanchez Contreras of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action..

21. “Released Parties” means Defendant and its parent, subsidiary, related, affiliated, predecessor, and successor companies/entities and each of their respective past, present, and future agents, employees, clients, officers, directors, managing agents, members, owners (whether direct or indirect), principals, fiduciaries, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, common law employers, contractors, affiliates, service providers, alter-egos, vendors, staffing agencies, payroll agencies, service providers, affiliated organizations, and any person and/or entity with potential or alleged to have joint liability.

22. "Service Award" means any award sought by application and approved by the Court that is payable to Plaintiff, up to a maximum of twenty thousand dollars ($20,000), payable in addition to the individual PAGA Settlement Amount, to compensate Plaintiff for his efforts in bringing this Action and achieving the benefits of this Settlement on behalf of the LWDA and Alleged Aggrieved Employees.

23. "Settlement Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement and as approved by the Court.

B. General

24. On or about April 12, 2023, Plaintiff sent a Notice to the LWDA via its online portal, with a copy to Defendant via U.S. Certified Mail, alleging the following claims against Defendant under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay sick pay wages; (4) failure to authorize and permit meal periods or pay all meal period premium at the proper rate; (5) failure to authorize and permit rest periods or pay all rest period premium at the proper rate; (6) failure to pay reporting time pay; (7) failure to keep accurate wage statements; (8) failure to timely pay wages when due; (9) failure to pay all wages at termination; and (10) failure to provide suitable seating to employees. On July 31, 2023, Plaintiff filed the operative complaint in this Action in the San Mateo County Superior Court, which incorporated Plaintiff's PAGA Notice to the LWDA by reference and alleged a single cause of action under PAGA. The Action asserts PAGA representative claims for civil penalties, and an award of reasonable attorney's fees and costs, pursuant to PAGA.

25. Defendant denies all of Plaintiff's claims and allegations, as referenced in the Lawsuit and/or the PAGA Notice, and further denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit (or otherwise).

26. The Parties have conducted a thorough investigation into the facts of the Action. This included informally exchanging extensive data and information as well as documents relating to the underlying alleged violations. After attending a full day of mediation with an experienced wage and hour mediator, Steve Serratore, Esq., the Parties believe the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of all claims in the Action. It is the desire and intention of the Parties to implement a final and complete resolution of the Action. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendant.

27. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. Terms of Settlement

28. Subject to the Court's approval of the Settlement, which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

29. After the Court entering the Final Order and Judgment and the Active Date occurring, Defendant shall pay a non-reversionary Gross Settlement Amount of Two Million Three

Hundred Sixty Thousand Dollars and Zero Cents ($2,360,000.00). The Gross Settlement Amount will be distributed in the following manner:

a. **Settlement Administration Costs**: The costs associated with settlement administration will be paid from the Gross Settlement Amount and shall not exceed $25,000 ("Settlement Administration Costs"). Subject to Court approval, the Parties agree to use Apex Class Action Administration as the Settlement Administrator.

b. **Attorney's Fees and Costs**: The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid up to one-third of the Gross Settlement Amount ($786,666) as reasonable attorney's fees, plus actual litigation costs not to exceed $35,000, incurred in connection with work performed to litigate the Action and obtain Court approval of the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's counsel for the Attorney's Fees and Costs awarded. In no circumstance(s) shall Defendant be liable for any payment(s) of Attorney's Fees and Costs. Any amounts not awarded to Settlement Administration Costs and Attorney's Fees and Costs shall be added to the Net PAGA Settlement Amount. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel's fees and costs and holds Defendant harmless, and indemnifies the Released Parties from any claim or liability arising as a result of the payment. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the requested Attorney's Fees and Costs shall not be sufficient grounds to void the Settlement Agreement.

c. **Service Award**: The Parties agree that Plaintiff will apply to the Court for a Service Award of no more than Twenty Thousand Dollars and Zero Cents ($20,000.00), to be paid out of the Gross Settlement Amount. Defendant shall not oppose Plaintiff's request for a Service Award in this amount. Plaintiff assumes full responsibility and liability for taxes owed on the Service Award and shall hold harmless and indemnify the Released Parties from any claim or liability arising as a result of the payment. Plaintiff is solely responsible for providing a completed IRS W-9 form to the Administrator prior to distribution. The Administrator will issue to Plaintiff an IRS Form 1099 reflecting the Service Award. If the Court awards less than $20,000, the difference will be added to the Net PAGA Settlement Amount. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

d. **Net PAGA Settlement Amount**: After deducting the Attorney's Fees and Costs, Settlement Administration Costs, and Service Award from the Gross Settlement Amount, the remainder forms the Net PAGA Settlement Amount. The Net PAGA Settlement Amount will be apportioned as required by PAGA with distribution of 75% to the LWDA and 25% to Alleged Aggrieved Employees. The Net PAGA Settlement Amount shall be all inclusive, encompassing all payments to the LWDA and Alleged Aggrieved Employees.

e. **Net PAGA Settlement Amount Allocation**: The Net PAGA Settlement Amount, estimated at $1,493,334.00 shall be allocated as follows: $1,120,000.50 (75%) for the LWDA and $373,333.50 (25%) to the Alleged Aggrieved Employees, to be distributed on a proportionate basis, using the number of Eligible Pay Periods worked by each Alleged Aggrieved Employee during the PAGA Period. The Administrator will calculate each Alleged Aggrieved Employees' Individual PAGA

Payment by (a) dividing the amount of the Alleged Aggrieved Employees' 25% share of Net PAGA Settlement Amount by the total number of Eligible Pay Periods worked by all Alleged Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Alleged Aggrieved Employee's Eligible Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

f. **Taxes and Reporting**: The Individual PAGA Payment will be treated as non-wage income for which the Administrator shall issue an IRS Form 1099, if applicable, to be mailed together with the Alleged Aggrieved Employee's settlement check, and reported to the applicable governmental authorities. None of the Individual PAGA Payments to the Alleged Aggrieved Employees are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any settlement payments to Alleged Aggrieved Employees under this Agreement. The Alleged Aggrieved Employees assume responsibility and liability for any taxes owed on their Individual PAGA Payments.

D. Release as to the PAGA Representative Claims

30. Upon the Effective Date, Plaintiff, individually and in his representative capacity on behalf of the LWDA and all Alleged Aggrieved Employees, will fully and finally release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties under the PAGA that were alleged or which could have been alleged based on the factual allegations in the operative complaint and Plaintiff's LWDA letter in the Action that occurred during the PAGA Period including all PAGA claims for civil penalties for failure to accurately record and pay for all time worked, including minimum wages and overtime; failure to accurately calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure to provide reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and vacation pay wages; failure to pay all wages due at termination, including unlawful deductions and failing to pay vacation; failure to provide suitable seating; and failure to provide accurate itemized wage statements, including by failing to show the correct gross and net wages earned including alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable Wage Order(s) (the "Released PAGA Claims"). Each Alleged Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it. Except as otherwise released by Plaintiff individually in Plaintiff's general release pursuant to the Individual Settlement Agreement, the Alleged Aggrieved Employees do not release any other claims, including class claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

31. In accordance with *Arias v. Superior Court* (2009) 46 Cal. 4th 969, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order and Judgment shall so reflect. The Final Order and Judgment shall not bind nor release the Alleged Aggrieved Employees of any individual wage claims (or other individual non-PAGA claims). However, in accordance with *Arias*, the Final Order and Judgment shall be binding on

the Alleged Aggrieved Employees as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the Alleged Aggrieved Employees mailed together with their Settlement checks and IRS 1099 Forms. Alleged Aggrieved Employees will not be provided with an opportunity to opt out of the Settlement or object to the Settlement.

32. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement Agreement"). Plaintiff's individual claims were not at issue in the Action and Plaintiff contends exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement Agreement amount is not disclosed publicly unless otherwise required by the Court.

E. <u>Settlement Approval and Implemental Procedures</u>

33. Plaintiff's Counsel shall prepare a motion for approval of the Settlement, and Defendant shall not oppose such a motion. Plaintiff's Counsel shall send a draft of the motion for approval to Defendant's Counsel at least fourteen (14) calendar days before filing. The Parties agree that attorneys may, only with written confirmation, extend this timeline, as reasonably necessary to prepare and execute appropriate documents. Defendant's Counsel will work with Plaintiff's Counsel to provide Plaintiff's Counsel with, and allow Plaintiff's Counsel to submit to the Court, adequate information related to the Released PAGA Claims to obtain approval of the Settlement pursuant to a reasonable request by Plaintiff's Counsel. As required by the Labor Code, at the time the motion for approval of the Settlement is filed with the Court, Plaintiff's Counsel shall submit the motion, together with its exhibits, to the LWDA.

34. Plaintiff's Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement before any statutory or Court-imposed filing deadline(s) and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel will prepare the motion for approval of the PAGA settlement, which Defendant will be given at least fourteen (14) calendar days to review prior to filing. Plaintiff's Counsel is responsible for delivering the Court's Final Order and Judgment to the Administrator. The Parties agree that attorneys may, only with written confirmation, extend this timeline, as reasonably necessary to prepare and execute appropriate documents.

35. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Parties will cooperate in staying any and all discovery motion, and trial related deadlines as necessary to effectuate the Settlement Agreement. The Parties agree not to object to any Court filings consistent with this Agreement.

36. Upon the Court entering the Final Order and Judgment, and within ten (10) days after the Active Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions to fund the Gross Settlement Amount.

37. Within thirty (30) days after the Active Date, Defendant will send to the Settlement Administrator a list of all Alleged Aggrieved Employees, including each Alleged Aggrieved Employee's: (1) full name; (2) last known mailing address; (3) social security number; and (4) the number of Eligible Pay Periods he or she worked (the "Alleged Aggrieved Employees Data"). The fact that Defendant may not possess/maintain/know any or all of the Alleged Aggrieved Employees' contact (or other) information shall not constitute a breach of this Agreement or be grounds for enforcement, including as set forth in Paragraph 60, below. The Alleged Aggrieved Employees List shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, and for no other purpose, and shall not be disclosed to anyone other than the Settlement Administrator, except as may be required by applicable taxing authorities, or pursuant to express written authorization of Defendant, the Alleged Aggrieved Employee in question, or by order of the Court. Without any extension of the deadline by which Defendant must send the Alleged Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Alleged Aggrieved Employee Data.

38. On or before the Funding Date, Defendant shall wire the Gross Settlement Amount of Two Million Three Hundred Sixty Thousand Dollars and Zero Cents ($2,360,000.00) to the Settlement Administrator.

39. The Settlement Administrator will perform all settlement administration duties, including among other things (i) investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address ("NCOA") database, and skip traces; (ii) formatting, printing, and issuing the Notice to be mailed to the Alleged Aggrieved Employees with their settlement checks; (iii) calculating, issuing, and mailing payments to Plaintiff, including the Service Award, and the Alleged Aggrieved Employees; (iv) issuing all required IRS forms, and reporting same to the applicable taxing authorities; (v) calculating and issuing payment to the LWDA, Plaintiff's Counsel, and to itself; and (vi) any other services required per agreement between the Parties and the Settlement Administrator.

40. The Settlement Administrator shall have the authority and obligation to calculate the amounts of the Alleged Aggrieved Employees' Individual PAGA Payment in accordance with the methodology set forth in this Agreement and order of the Court. Alleged Aggrieved Employees will not have the ability to challenge the number of Eligible Pay Periods or their Individual PAGA Payment amounts.

41. All disbursements to Plaintiff, the Alleged Aggrieved Employees, the LWDA, the Settlement Administrator, and Plaintiff's Counsel required under this Settlement Agreement shall be made within thirty (30) days after Defendant fully funds the GSA. Prior to disbursement, the Settlement Administrator will forward its calculations of the Alleged Aggrieved Employees' individual settlement share to all counsel, and receive approval from all counsel as to such amounts, prior to making any disbursements.

42. Alleged Aggrieved Employees shall have one hundred eighty (180) calendar days after mailing to cash their settlement checks. If any Alleged Aggrieved Employee's check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds

in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each respective Alleged Aggrieved Employee whose check was uncashed and voided. Neither Defendant, Defendant's Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement will be paid out to Alleged Aggrieved Employees, whether or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest on said amount. In no circumstance(s) shall Defendant be liable for any interest payment(s). In the event the Court does not approve escheat of such funds to the State of California and orders *cy pres* distribution, the Parties will promptly confer to jointly agree to one or more nonprofit organizations for *cy pres* distribution.

43. The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to the Alleged Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

44. The Settlement Administrator must conduct an Alleged Aggrieved Employee Address Search for all Alleged Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Alleged Aggrieved Employee Address Search. The Settlement Administrator need not take further steps to deliver checks to the Alleged Aggrieved Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Alleged Aggrieved Employee whose original check was lost or misplaced, requested by the Alleged Aggrieved Employee prior to the void date.

45. The payment of Alleged Aggrieved Employee Settlement Proceeds shall not obligate Defendant to confer any additional benefits or make any additional payments to any Alleged Aggrieved Employee (such as retirement or 401(k) plan contributions, compensation, bonuses or benefits under other employment benefit plans or programs) beyond those specified in this Settlement Agreement.

46. The Parties have jointly selected Apex Class Action Administration to serve as the Settlement Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties' Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

47. The Settlement Administrator shall post the signed and filed Final Order and Judgment, this Settlement Agreement, and exemplar Notice on its website. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive calls and emails from Alleged Aggrieved Employees.

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

49. By no later than ten (10) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with a declaration suitable for filing with the Court setting forth the disbursements made to the Alleged Aggrieved Employees, the LWDA, Plaintiff for the Service Award, Plaintiff's Counsel for attorney's fees and costs, and to itself, and shall include information regarding the number of uncashed checks as of that date, the aggregate sum of uncashed checks, and the timeline for transmittal of sum represented by all uncashed checks to the California State Controller's Unclaimed Property Division and any other information required by any Court order. Before making this declaration and after the void date for issued checks, the Settlement Administrator shall provide to Plaintiff's Counsel and Defendant's Counsel a report and final accounting. Plaintiff's Counsel is responsible for filing the Settlement Administrator's declaration in Court.

F. Miscellaneous Provisions

50. **Limitation on Number of Eligible Pay Periods and Escalator Clause**: Defendant represents that there are approximately 4,132 Alleged Aggrieved Employees who were employed for approximately 156,310 Eligible Pay Periods during the PAGA Period. The Parties agreed that if the actual number of Eligible Pay Periods increase by more than 10 percent above 150,000 by the date of End PAGA Period (i.e., the actual number of Eligible Pay Periods exceeds 165,000), at Defendant's sole discretion, (1) the Gross Settlement Amount will be increased proportionally (i.e., by the same percentage as the increase in Eligible Pay Periods); or (2) Defendant shall have the option to end the PAGA Period on the last day on which the Eligible Pay Periods do not exceed 165,000 rather than increase the Gross Settlement Amount ("Alternate End Date"). It is determined that the number of Eligible Pay Periods does not exceed 165,000.

51. **Parties to Bear Their Own Attorney's Fees and Costs:** With the sole exception of the Plaintiff's Counsel's fees and costs to be paid from the Gross Settlement Amount, each party of this Settlement Agreement shall bear all of its, his or her own attorney's fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of the claims asserted in the Action.

52. **Voiding the Agreement**: The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void by a court of competent jurisdiction. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

53. **Waiver**: The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

54. **Parties' Authority**: The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

55. **Mutual Full Cooperation**: The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Final Order and Judgment. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek assistance of the mediator, Steve Serratore, and/or the Court for resolution.

56. **No Prior Assignments**: The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

57. **No Admission**: Defendant denies any and all liability to Plaintiff and/or the Alleged Aggrieved Employees in this Lawsuit, as to any and all causes of action that were asserted or that might have been asserted in this Action based on the facts set forth in the operative Complaint. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

58. **No Tax Advice**: Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

59. **Binding Settlement**: Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

60. **Enforcement Actions**: This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under Section 664.6 or otherwise or separate legal action or

other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

61. **Calendar Days**: Unless otherwise noted, all reference to "days" in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day after.

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

To Plaintiff:

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant:

Lucky Meinz
lmeinz@sheppardmullin.com
Lowell Ritter
lritter@sheppardmullin.com
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco CA 94111

63. **Construction**: The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

64. **Captions and Interpretations**: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

65. **Modification**: This Settlement Agreement may not be materially changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. Non-material changes requested by the Court may be made upon stipulation signed by all counsel. This

Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

66. **Choice of Law**: This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of- law rules.

67. **Integration Clause**: This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. This Settlement Agreement shall not supersede or have any effect on other agreements between Oracle or Released Parties and current and former employees that do not pertain to the Settlement, including but not limited to employment agreements, separation agreements, arbitration agreements, incentive compensation plans / agreements, and proprietary information agreements entered into between Defendant and any of the Alleged Aggrieved Employees. Such agreements shall survive the execution of this Agreement and no rights hereunder may be waived except in writing.

68. **Continuing Jurisdiction**: After entry of the Final Order and Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, including but not limited to effectuating dismissal of the Action with prejudice following full compliance with the Final Order and Judgment; and (iii) such post-Final Order and Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

69. **Waiver of Appeals**: The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement.

70. **Publicity**: With respect to the Settlement, Plaintiff, Defendant, Defendant's Counsel, and Plaintiff's Counsel separately agree that, until the motion for approval of the PAGA Settlement Agreement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, spouses, retained experts, consultants or vendors all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; (5) to potential settlement administrators for purposes of obtaining an estimate of the expenses associated with the administration of the Settlement or as otherwise required to effectuate the Settlement; or (6) to Oracle's HR, Payroll, finance, accounting, auditors or management to the extent needed for business or legal purposes. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Defendant, Defendant's Counsel, and Plaintiff's Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion for approval of the PAGA Settlement Agreement, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Plaintiff's Counsel's communications with the Alleged Aggrieved Employees in accordance with Plaintiff's Counsel's ethical obligations owed to the Alleged Aggrieved Employees, if any. From and after filing of the PAGA Settlement Agreement, Plaintiff and

Plaintiff's Counsel may: (1) provide this Agreement to the Parties' attorneys, accountants, spouses, retained experts, consultants or vendors all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; (5) as required under the terms of the Settlement; or (6) as required under Plaintiff's Counsel's duties and responsibilities as counsel to Plaintiff and the Alleged Aggrieved Employees comment regarding the specific terms of the Settlement only to the extent necessary, including to facilitate court approval of the Settlement. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the negotiations and terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Litigation has been resolved and that Plaintiff and Plaintiff's Counsel are satisfied with the Settlement terms. This Settlement and Agreement terms shall not be advertised or mentioned on any source, including Plaintiff and Plaintiff's Counsel's personal or firm website. Plaintiff and Plaintiff's Counsel agree that they will not circumvent this Agreement by facilitating or encouraging any Alleged Aggrieved Employee or any other individual to do what Plaintiff and Plaintiff's Counsel have agreed not to do.

71. **Binding On Assigns**: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

72. **Counterparts**: This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

73. **Stay of Litigation**: The Parties agree that upon execution of this Settlement Agreement, the Parties shall cooperate in good faith to secure a stay of the litigation except to effectuate the terms of this Settlement Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the Parties agree to extend the date to bring a case to trial under CCP section 583.310 from the date of the execution of the Parties' Memorandum of Understanding until the date that the Settlement is not approved by the Court, or the Agreement is terminated, cancelled, fails to become effective or as otherwise agreed on by the Parties. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: 08/06/2025

By: Daniel Kelley
Daniel Kelley (Aug 6, 2025 18:12:52 EDT)

Plaintiff Daniel Kelley

Dated: 07-Aug-2025 | 6:37 AM PDT

By: Signed by: Sarah Wilson
BCF166C1C06447C...

Sarah Wilson
Senior Vice President & Associate General Counsel
For Defendant Oracle America, Inc.

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Dated: 8/6/25

By:

Kyle Nordrehaug

Attorneys for Plaintiff Daniel Kelley

Sheppard, Mullin, Richter & Hampton LLP

Dated: 08/07/25

By:

Lucky Meinz
Lowell Ritter

Attorneys for Defendant Oracle America, Inc.

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Notice of PAGA Settlement Payment From *Daniel Kelley v. Oracle America, Inc.*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Daniel Kelley v. Oracle America, Inc.,* Case No. 23-CIV-03540 (San Mateo County Superior Court) (the "Action").

The Action was filed against Oracle America, Inc. ("Oracle") pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA"). The claim was brought by a former Oracle employee on behalf of himself, the State of California and the Alleged Aggrieved Employees, which are all persons currently or formerly employed by Oracle in a non-exempt or hourly-paid position in California at any time from April 12, 2022, through February 2, 2025 (the "PAGA Period"). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Oracle owed penalties under PAGA for alleged violations of the California Labor Code related to unpaid wages including overtime wages; sick pay wages; meal and rest breaks; reporting time pay; accurate wage statements; timely payment of wages during or at separation of employment; provision of suitable seating to employees as applied to employees of Oracle who performed work in a non-exempt or hourly-paid position in California at any time from April 12, 2022, through February 2, 2025.

Oracle denies the allegations and maintains that its policies and practices were lawful and that all employees were provided all wages and compensation to which they were entitled to under the law, and denies that it owes any unpaid wages or penalties.

The Court has not ruled on the merits of the lawsuit, but it has approved the $2,360,000.00 settlement amount agreed upon by the parties. This Gross Settlement Amount will be allocated as follows: (1) third-party settlement administration fees not to exceed $25,000; (2) attorneys' fees of up to $786,666 to the Plaintiff's counsel; (3) litigation fees and costs of up to $35,000 to the plaintiff's counsel; and a Service Award to the Plaintiff of up to $20,000.00. The remaining funds after these disbursements are available for distribution ("Net PAGA Settlement Amount").

Under the applicable law, 75% of the Net Settlement Amount will go to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% of the Net PAGA Settlement Amount goes to the Alleged Aggrieved Employees. The 25% of the Net PAGA Settlement Amount will be paid on a pro-rata basis as Individual PAGA Payments to Alleged Aggrieved Employees. The Administrator has calculated each Alleged Aggrieved Employees' Individual PAGA Payment by (a) dividing the amount of the Alleged Aggrieved Employees' 25% share of Net PAGA Settlement Amount by the total number of Eligible Pay Periods worked by all

Alleged Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Alleged Aggrieved Employee's Eligible Pay Periods.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the LWDA will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

> Plaintiff, individually and in his representative capacity on behalf of the State of California and all Alleged Aggrieved Employees, will fully and finally release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties under the PAGA that were alleged or which could have been alleged based on the factual allegations in the operative complaint and Plaintiff's LWDA letter in the Action that occurred during the PAGA Period including all claims for civil penalties for failure to accurately record and pay for all time worked, including minimum wages and overtime; failure to accurately calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure to provide reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and vacation pay wages; failure to pay all wages due at termination, including unlawful deductions and failing to pay vacation; failure to provide suitable seating; and failure to provide accurate itemized wage statements, including by failing to show the correct gross and net wages earned including alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable Wage Order(s) (the "Released PAGA Claims"). Each Alleged Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it. Except as otherwise released by Plaintiff individually in Plaintiff's general release pursuant to the Individual Settlement Agreement, the Alleged Aggrieved Employees do not release any other claims, including class claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

Even if you do not cash your check, you will still be bound by the settlement. Your share of the civil penalties will be sent to the California State Controller's Unclaimed Property Fund where the funds may be claimed.

You may contact the <<SETTLEMENT ADMINISTRATOR>> if you have any questions about this payment.