

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Stipulation of the Class Action and PAGA Settlement (“Settlement” or “Agreement”) is made by and between plaintiff Yolanda Alonzo (“Plaintiff”) and defendant Dexcom, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Alonzo v. Dexcom, Inc.*, initiated on September 28, 2023, as amended via the First Amended Complaint (“Operative Complaint”) filed with the Motion for Preliminary Approval and pending in Superior Court of the State of California, County of San Diego, Case No. 37-2023-00042543-CU-OE-CTL. The Parties agree that Defendant will not be required to answer the First Amended Complaint.

1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employees” means all current and former non-exempt, hourly-paid employees of Defendant employed in California at any time during the PAGA Period.

1.5. “Class” means all current and former employees directly employed by Dexcom, Inc. for the time period during which they were employed directly by Dexcom, Inc. (meaning they were on Dexcom, Inc.’s payroll and not the payroll of a labor contractor) during the Class Period except any such

employee who is a named plaintiff in a class or PAGA action pending against Defendant as of the date this Agreement is fully executed.

1.6. “Class Counsel” means Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Mariela de Loera Figueroa of Moss Bollinger LLP.

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

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks, number of PAGA Pay Periods, and whether the Class Member experienced a termination during the Class Period.

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

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

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

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- 1.12. “Class Period” means the period from July 24, 2020, through Preliminary Approval. The Class Period only extends back to July 24, 2020, due to a release of class and PAGA claims in a prior class action *Pecayo v. Dexcom, Inc.*, San Diego County Superior Court Case No. 37-2019-00036930-CU-OE-CTL, which ran through July 23, 2020.
- 1.13. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of San Diego.
- 1.16. “Defendant” means Dexcom, Inc.
- 1.17. “Defense Counsel” means Elizabeth A. Brown of GBG LLP.
- 1.18. “Effective Date” means later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval hearing, then sixty (60) calendar days after the date the Court enters Judgment; or (ii) if a Class Member files an objection to the Settlement, the Effective Date shall be the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief and the Settlement has been upheld with no right to pursue further remedies or relief.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.3 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the formula set forth in Paragraph 3.2.5.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount less Class Counsel Fees, Class Counsel Expenses, PAGA Penalties, enhancement award to named Plaintiff, and Administrator’s Expenses.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Period” means the period from June 5, 2022, through Preliminary Approval.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s June 5, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the PAGA civil penalties to be paid from the Net Settlement Amount. The PAGA Penalties allocation will be Ten Thousand Dollars (\$10,000.00), 25% (\$2,500.00) of which will be distributed to the Aggrieved Employees and 75% (\$7,500.00) will be distributed to the LWDA in settlement of the PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Yolanda Alonzo, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means Defendant Dexcom, Inc. and each of its former and present directors, officers, shareholders, employees, owners, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means forty-five (45) calendar days from the mailing of the Class Notice within which to complete and postmark a written request for exclusion for return to the Settlement Administrator.

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

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

2. RECITALS.

2.1. On September 28, 2023, Plaintiff commenced this Action by filing a Complaint alleging a six causes of action against Defendant for (1) failure to provide meal periods and/or pay premiums at the accurate regular rate, (2) failure to pay all minimum and overtime wages, (3) failure to provide accurate wage statements, (4) failure to pay timely wages upon cessation of employment, (5) unfair competition, and (6) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3. On February 2, 2024, the Parties participated in an all-day mediation with a well-respected mediator David Rotman, Esq., which led to a mediator’s proposal which both Parties accepted resulting in this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff provided Defendant with a list of informal discovery requests for information Plaintiff required to be able to evaluate

Plaintiff's class claims and meaningfully discuss the merits of the class claims, class certification, and Defendant's potential exposure, including time and pay data for class members, all relevant policies and handbooks, information regarding Defendant's mutual dispute resolution program and class action waiver, and information regarding the prior settled *Pecayo* class and PAGA action against Defendant. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. Concurrent with the filing of the Motion for Preliminary Approval, Plaintiff will seek leave to file the First Amended Complaint.

2.6. The Court has not yet granted class certification. For settlement purposes only and without any concession by Defendant regarding the propriety of class treatment for any other purposes, the Parties agree that the Class, as defined in Paragraph 1.5 herein, may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes only the Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

2.7. Defense Counsel represent that they are aware of two pending actions in which a portion of claims may be affected by the Settlement: *Barreto v. Aerotek et al.*, San Diego Superior Court Case No. 37-2021-00048783-CU-OE-CTL, and *Sta Rita v. Dexcom, et al.*, San Diego Superior Court Case No. 37-2024-00018998-CI-OE-CTL.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.3 below, Defendant promises to pay One Million Three Hundred Thousand Dollars and Zero Cents (\$1,300,000.00) and no more, as the Gross Settlement

Amount. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer's share of payroll taxes; specifically, all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff/Class Representative assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to

1 be \$455,000 (subject to being increased if the Gross Settlement Amount
2 increases pursuant to Section 8, infra) and a Class Counsel Litigation
3 Expenses Payment of not more than \$18,000. Plaintiff and/or Class
4 Counsel will file a motion for Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment no later than sixteen (16) court
6 days prior to the Final Approval Hearing. If the Court approves a Class
7 Counsel Fees Payment and/or a Class Counsel Litigation Expenses
8 Payment less than the amounts requested, the Administrator will
9 allocate the remainder to the Net Settlement Amount. Released Parties
10 shall have no liability to Class Counsel or any other Plaintiff's Counsel
11 arising from any claim to any portion any Class Counsel Fee Payment
12 and/or Class Counsel Litigation Expenses Payment. The Administrator
13 will pay the Class Counsel Fees Payment and Class Counsel Litigation
14 Expenses Payment using one or more IRS 1099 Forms. Class Counsel
15 assumes full responsibility and liability for taxes owed on the Class
16 Counsel Fees Payment and the Class Counsel Litigation Expenses
17 Payment and holds Defendant harmless and indemnifies Defendant
18 from any dispute or controversy regarding any division or sharing of
19 any of these Payments.

20 3.2.3. To the Administrator: An Administrator Expenses Payment not to
21 exceed Sixteen Thousand Two Hundred Fourteen Dollars and Zero
22 Cents (\$16,214.00.00) based on 2,500 class members except for a
23 showing of good cause and as approved by the Court. To the extent the
24 Administration Expenses are less or the Court approves payment less
25 than Sixteen Thousand Two Hundred Fourteen Dollars and Zero Cents
26 (\$16,214.00), the Administrator will retain the remainder in the Net
27 Settlement Amount.
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1 3.2.4. To Each Participating Class Member:

2 3.2.4.1. An Individual Class Payment calculated as follows: The Net
3 Settlement Amount will be allocated among Participating Class
4 Members on a pro-rata basis in accordance with each
5 Participating Class Member's share of the total Workweeks,
6 plus a flat sum of \$25.00 to each of the Participating Class
7 Members whose employment with the Defendant had
8 terminated prior to the date of Preliminary Approval. To
9 calculate each Class Member's estimated share of the Net
10 Settlement Amount, the Administrator will (i) calculate the
11 number of Participating Class Members whose employment
12 with Defendant had terminated prior to the date of Preliminary
13 Approval and multiply that number by \$25.00 to arrive at
14 Former Employee Allocation; (ii) subtract the Former
15 Employee Allocation from the Net Settlement Amount; (iii)
16 divide the remainder of the Net Settlement Amount by the total
17 number of Workweeks in the class and (iv) multiply the result
18 by each Participating Class Member's allocated Workweeks.

19 3.2.5. Tax Allocation of Individual Class Payments. Ten percent (10%) of
20 each Participating Class Member's Individual Class Payment will be
21 allocated to settlement of wage claims (the "Wage Portion"). The Wage
22 Portions are subject to tax withholding and will be reported on an IRS
23 W-2 Form. Ninety percent (90%) of each Participating Class Member's
24 Individual Class Payment will be allocated to settlement of claims for
25 interest and penalties (the "Non-Wage Portion"). The Non-Wage
26 Portions are not subject to wage withholdings and will be reported on
27 IRS 1099 Forms. Participating Class Members assume full
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responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten Thousand Dollars (\$10,000.00) of the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.8. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employee's share of the 25% of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks. Based on a review of its records to date, Defendant estimates Class Members collectively worked a total of 322,241 Workweeks.

4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class

Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than forty-five (45) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall

1 prominently state the date (not less than 180 days after the date of
2 mailing) when the check will be voided. The Administrator will cancel
3 all checks not cashed by the void date. The Administrator will send
4 checks for Individual Settlement Payments to all Participating Class
5 Members (including those for whom Class Notice was returned
6 undelivered). The Administrator will send checks for Individual PAGA
7 Payments to all Aggrieved Employees including Non-Participating
8 Class Members who qualify as Aggrieved Employees (including those
9 for whom Class Notice was returned undelivered). The Administrator
10 may send Participating Class Members a single check combining the
11 Individual Class Payment and the Individual PAGA Payment. Before
12 mailing any checks, the Settlement Administrator must update the
13 recipients' mailing addresses using the National Change of Address
14 Database.

15 4.4.2. The Administrator must conduct a Class Member Address Search for all
16 other Class Members whose checks are returned undelivered without
17 USPS forwarding address. Within five (5) business days of receiving a
18 returned check the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the
20 Class Member Address Search. The Administrator need not take further
21 steps to deliver checks to Class Members whose re-mailed checks are
22 returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Class Member whose original check was lost
24 or misplaced or requested by the Class Member prior to the void date.

25 4.4.3. For any Class Member whose Individual Class Payment check or
26 Individual PAGA Payment check is uncashed and cancelled after the
27 void date, the Administrator shall transmit the funds represented by such
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checks to the State Bar Justice Gap Fund as Cy Pres recipient pursuant to California Code of Civil Procedure Section 384, subd. (b).

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

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

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties and Eastridge of any and all known and unknown claims against the Released Parties, including but not limited to any and all claims related to her employment by Defendant as well as any claims related to her employment by any third parties while she was performing services at Dexcom, Inc. ("Plaintiff's Release"). Plaintiff understands and agrees that this release includes a good-faith compromise of disputed wage claims. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them

1 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

2 Plaintiff shall be deemed to have, and by operation of the Judgment shall
3 have, expressly waived and relinquished to the fullest extent permitted
4 by law the provisions, rights, and benefits of Section 1542 of the
5 California Civil Code, or any other similar provision under federal or
6 state law that purports to limit the scope of a general release. Plaintiff,
7 for herself, has read Section 1542 of the Civil Code of the State of
8 California, which provides as follows:

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

17 5.1.2. Plaintiff understands that Section 1542 gives the right not to release
18 existing claims of which she is not now aware, unless Plaintiff
19 voluntarily chooses to waive this right. Having been so apprised,
20 Plaintiff nevertheless voluntarily waives the rights described in Section
21 1542, and elects to assume all risks for claims that now exist in her
22 favor, known or unknown. The release of the claims of Plaintiff as set
23 forth in this Paragraph is a condition precedent to enforcement of this
24 Agreement.

25 5.2. The "Released Class Claims": All Participating Class Members, on behalf of
26 themselves and their respective former and present representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns, release Released
28 Parties from all claims pleaded in the Operative Complaint in the Action, and
29 which reasonably could have been alleged under the same or similar facts,
30 allegations and/or claims pleaded in the Action, against the Released Parties,
31 for work performed during the Class Period, including:

1 5.2.1. The Claims set forth in the Operative Complaint, specifically, (1)
2 failure to provide meal periods, (2) failure to authorize and permit rest
3 breaks; (3) failure to pay all minimum and overtime wages, (4) failure
4 to provide accurate wage statements, (5) failure to pay timely wages
5 when due, (6) failure to reimburse all business expenses; and (7) unfair
6 competition, predicated on the same or similar facts and/or claims
7 alleged in the Action, as well as any claims that reasonably could have
8 been pled which arise from the same or similar facts concerning Plaintiff
9 or the putative class, and claims for interest, penalties, as well as any
10 claims under the California Labor Code and California Industrial
11 Welfare Commission Wage Orders that were alleged (specifically for
12 violations of Labor Code sections 201-203, 226, 226.7, 246, 510, 512,
13 558, 1194, 1197, 1197.1, 2802, Business & Professions Code section
14 17200 *et seq.*, and Sections 3, 4, 10, 11 and 12 of Wage Order 1-2001),
15 or which could have been alleged under the same or similar facts,
16 allegations and/or claims pleaded in the Action;

17 5.2.2. Any claims for injunctive relief, declaratory relief, restitution,
18 fraudulent business practices or punitive damages alleged or which
19 reasonably could have been alleged under the facts, allegations and/or
20 claims pleaded in the complaints filed as part of the Lawsuit; and,

21 5.2.3. Any and all other claims under California common law, the California
22 Labor Code including but not limited to the Fair Labor Standards Act,
23 California Industrial Welfare Commission Wage Orders, and the
24 California Business and Professions Code alleged in or that reasonably
25 could have been alleged under the same or similar facts, allegations
26 and/or claims pleaded in the Lawsuit.

27 5.3. The “Released PAGA Claims”: In consideration of the payment of PAGA
28 Penalties, Plaintiff, on behalf of the State of California, the LWDA, and the

Aggrieved Employees, releases and discharges the Released Parties of any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) during the PAGA Period that were alleged and/or predicated on the facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff or in any way premised in whole or in part on any of the Released Class Claims, including any and all claims for civil penalties for failure to provide meal periods (including failure to pay premium pay at the accurate regular rate of pay), failure to authorize and permit rest breaks, failure to pay minimum and/or overtime wages (including payment of overtime wage at the accurate regular rate of pay), failure to reimburse business expenses, recordkeeping or pay stub violations, and/or all claims for timely payment of wages. The Aggrieved Employees will be issued a check for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Penalties and release of the Released PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the Released PAGA Claims regardless of whether they cash or deposit their Individual PAGA Payment or opt out of being a Settlement Class Member in accordance with Paragraph 7.5.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1. Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the proposed Cy Pres recipient. In their declaration, Defense Counsel will disclose whether they are aware of any other pending matter or action, if any, asserting claims that will be affected by the Settlement.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; its competency; its operative procedures for protecting the security of Class Data; the amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) draft First Amended Complaint, and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and Cy Pres recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver whether they are aware of any other pending matter or action asserting claims that will be affected by the Settlement.

1 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
2 responsible for expeditiously finalizing and filing the Motion for Preliminary
3 Approval no later than 30 days after the full execution of this Agreement;
4 obtaining a prompt hearing date for the Motion for Preliminary Approval; and
5 for appearing in court to advocate in favor of the Motion for Preliminary
6 Approval. Class Counsel is responsible for delivering the Court's Preliminary
7 Approval to the Administrator. Any delay in these responsibilities attributable
8 solely to Plaintiff or to Class Counsel shall not count against the escalator
9 provision set for in Section 8 below.

10 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
11 for Preliminary Approval and/or the supporting declarations and documents,
12 Class Counsel and Defense Counsel will expeditiously work together on behalf
13 of the Parties by meeting in person or by telephone, in good faith, to resolve the
14 disagreement. If the Court does not grant Preliminary Approval or conditions
15 Preliminary Approval on any material change to this Agreement, Class Counsel
16 and Defense Counsel will expeditiously work together on behalf of the Parties
17 by meeting in person or by telephone, in good faith, to modify the Agreement
18 and otherwise satisfy the Court's concerns.

19 **7. SETTLEMENT ADMINISTRATION.**

20 7.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to
21 serve as the Administrator and verified that, as a condition of appointment, the
22 Administrator agrees to be bound by this Agreement and to perform as a
23 fiduciary all duties specified in this Agreement in exchange for payment of
24 Administration Expenses. The Parties and their Counsel represent that they
25 have no interest or relationship, financial or otherwise, with the Administrator
26 other than a professional relationship arising out of prior experiences
27 administering settlements.
28

1 7.2. Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax
3 withholdings and providing reports to state and federal tax authorities.

4 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US
6 Treasury Regulation section 468B-1.

7 7.4. Notice to Class Members.

8 7.4.1. No later than three (3) business days after receipt of the Class Data, the
9 Administrator shall notify Class Counsel that the list has been received
10 and state the number of Class Members, PAGA Members, Workweeks,
11 and Pay Periods in the Class Data.

12 7.4.2. Using best efforts to perform as soon as possible, and in no event later
13 than fourteen (14) days after receiving the Class Data, the Administrator
14 will send to all Class Members identified in the Class Data, via first-
15 class United States Postal Service (“USPS”) mail, the Class Notice
16 substantially in the form attached to this Agreement as Exhibit A. The
17 first page of the Class Notice shall prominently estimate the dollar
18 amounts of any Individual Class Payment and/or Individual PAGA
19 Payment payable to the Class Member/Aggrieved Employee, and data
20 (if applicable) used to calculate these amounts. Before mailing Class
21 Notices, the Administrator shall update Class Member addresses using
22 the National Change of Address database.

23 7.4.3. Not later than five (5) business days after the Administrator’s receipt of
24 any Class Notice returned by the USPS as undelivered, the
25 Administrator shall re-mail the Class Notice using any forwarding
26 address provided by the USPS. If the USPS does not provide a
27 forwarding address, the Administrator shall conduct a Class Member
28 Address Search, and re-mail the Class Notice to the most current address

1 obtained. The Administrator has no obligation to make further attempts
2 to locate or send Class Notice to Class Members whose Class Notice is
3 returned by the USPS a second time.

4 7.4.4. If the Administrator, Defendant or Class Counsel is contacted by or
5 otherwise discovers any persons who believe they should have been
6 included in the Class Data and should have received Class Notice, the
7 Parties will expeditiously meet and confer in person or by telephone and
8 in good faith in an effort to agree on whether to include them as Class
9 Members. If the Parties agree such persons will be Class Members
10 entitled to the same rights as other Class Members, the Administrator
11 will send, via email or overnight delivery, a Class Notice requiring them
12 to exercise options under this Agreement not later than fourteen (14)
13 days after receipt of Class Notice, or the deadline dates in the Class
14 Notice, which ever are later.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Each Class Member shall have forty-five (45) calendar days from the
17 mailing of the Notice within which to complete and postmark a written
18 request for exclusion for return to the Settlement Administrator. The
19 request need not be in any particular form and will be considered a valid
20 request for exclusion so long as it communicates a clear desire by the
21 Settlement Class Member not to be included in the Settlement and/or
22 Settlement Class, and identifies his/her/their full name and date of birth,
23 and current address along with his/her/their signature. No requests for
24 exclusion shall be accepted if postmarked after the forty-five (45)
25 calendar day period for the filing of exclusions. Class Members are
26 responsible to maintain a photocopy of their request for exclusion,
27 reflecting that it was submitted in a timely manner. Any disputes
28 regarding the timeliness of a request for exclusion or whether a written

1 communication constitutes a valid request that cannot be resolved
2 between the Parties shall be determined by the Court, whose
3 determination shall be final. A Class Member who is also an Aggrieved
4 Employee cannot opt-out of the PAGA component of the Settlement.

5 7.5.2. Any Class Member who validly excludes himself/herself/themself from
6 this Settlement shall not be bound by the Class Released Claims and
7 shall not be entitled to any portion of the Net Settlement Amount.

8 7.5.3. If more than ten percent (10%) of the Class Members opt out of the
9 Settlement by submitting valid and timely requests for exclusion,
10 Defendant shall have the sole and absolute discretion to rescind/void the
11 Agreement within twenty (20) days after receiving from the Settlement
12 Administrator the final list of requests for exclusion. Defendant agrees
13 to meet and confer in good faith with Class Counsel before rescinding
14 or voiding the Agreement. In the event that Defendant elects to
15 rescind/void the Agreement, Defendant shall provide written notice of
16 such rescission to Class Counsel. Such rescission shall have the same
17 effect as a termination of the Agreement for failure to satisfy a condition
18 of settlement, and the Agreement shall become null and void and have
19 no further force or effect. The Parties specifically agree not to solicit
20 opt-outs, directly or indirectly, through any means.

21 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
22 five (45) days after the Administrator mails the Class Notice to challenge the
23 number of Class Workweeks, PAGA Pay Periods, and other amounts (if any)
24 allocated to the Class Member in the Class Notice. The Class Member may
25 challenge the allocation by communicating with the Administrator via fax,
26 email or mail. The Administrator must encourage the challenging Class
27 Member to submit supporting documentation. In the absence of any contrary
28 documentation, the Administrator is entitled to presume that the Workweeks

1 contained in the Class Notice are correct so long as they are consistent with the
2 Class Data. The Administrator's determination of each Class Member's
3 allocation of Workweeks, Pay Periods, and other amounts shall be final and not
4 appealable or otherwise susceptible to challenge. The Administrator shall
5 promptly provide copies of all challenges to calculation of Workweeks, Pay
6 Periods, and other amounts to Defense Counsel and Class Counsel and the
7 Administrator's determination the challenges.

8 7.7. Objections to Settlement.

9 7.7.1. Only Participating Class Members may object to the class action
10 components of the Settlement and/or this Agreement, including
11 contesting the fairness of the Settlement, and/or amounts requested for
12 the Class Counsel Fees Payment, Class Counsel Litigation Expenses
13 Payment and/or Class Representative Service Payment.

14 7.7.2. Participating Class Members may send written objections to the
15 Administrator by fax, email, or mail. In the alternative, Participating
16 Class Members may appear in Court (or hire an attorney to appear in
17 Court) to present verbal objections at the Final Approval Hearing. A
18 Participating Class Member who elects to send a written objection to the
19 Administrator must do so not later than forty-five (45) days after the
20 Administrator's mailing of the Class Notice

21 7.7.3. Any Class Member who does not affirmatively opt-out of the Settlement
22 by submitting a valid and timely request for exclusion may object to the
23 approval of class action settlement ("Objecting Class Member"). Any
24 Class Member who makes a timely request for exclusion has waived
25 their right to object.

26 7.7.4. Non-Participating Class Members have no right to object to any of the
27 components of the Settlement.
28

1 7.7.5. Counsel for the Parties shall file any response to the objections
2 submitted by Objecting Class Members, if any, at least seven (7)
3 calendar days before the date of the Final Approval Hearing.

4 7.7.6. At no time shall any of the Parties or their counsel seek to solicit or
5 otherwise encourage Class Members to submit written objections to the
6 Settlement or to appeal from the Court's Final Judgment. Class Counsel
7 shall not represent any Class Members with respect to any such
8 objections to this Settlement.

9 7.8. Administrator Duties. The Administrator has a duty to perform or observe all
10 tasks to be performed or observed by the Administrator contained in this
11 Agreement or otherwise.

12 7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The
13 Administrator will promptly review on a rolling basis Requests for
14 Exclusion to ascertain their validity. Not later than five (5) days after
15 the expiration of the deadline for submitting Requests for Exclusion, the
16 Administrator shall email a list to Defense Counsel containing (a) the
17 names and other identifying information of Class Members who have
18 timely submitted valid Requests for Exclusion ("Exclusion List"); (b)
19 the names and other identifying information of Class Members who
20 have submitted invalid Requests for Exclusion; (c) copies of all
21 Requests for Exclusion from Settlement submitted (whether valid or
22 invalid). Separately, the Administrator shall email a list to Class
23 Counsel containing the names on the Exclusion List.

24 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide
25 written reports to Class Counsel and Defense Counsel that, among other
26 things, tally the number of: Class Notices mailed or re-mailed, Class
27 Notices returned undelivered, Requests for Exclusion (whether valid or
28 invalid) received, objections received, challenges to Workweeks and/or

1 Pay Periods received and/or resolved, and checks mailed for Individual
2 Class Payments and Individual PAGA Payments (“Weekly Report”).
3 The Weekly Reports must include the Administrator’s assessment of the
4 validity of Requests for Exclusion and attach copies of all Requests for
5 Exclusion and objections received.

6 7.8.3. Administrator’s Declaration. Not later than fourteen (14) days before
7 the date by which Plaintiff is required to file the Motion for Final
8 Approval of the Settlement, the Administrator will provide to Class
9 Counsel and Defense Counsel, a signed declaration suitable for filing in
10 Court attesting to its due diligence and compliance with all of its
11 obligations under this Agreement, including, but not limited to, its
12 mailing of Class Notice, the Class Notices returned as undelivered, the
13 re-mailing of Class Notices, attempts to locate Class Members, the total
14 number of Requests for Exclusion from Settlement it received (both
15 valid or invalid), the number of written objections, and attach the
16 Exclusion List (i.e., names of Class Members requesting exclusion).
17 The Administrator will supplement its declaration as needed or
18 requested by the Parties and/or the Court. Class Counsel is responsible
19 for filing the Administrator’s declaration(s) in Court.

20 7.8.4. Final Report by Settlement Administrator. Within fourteen (14) days
21 after the Administrator disburses all funds in the Gross Settlement
22 Amount, the Administrator will provide Class Counsel and Defense
23 Counsel with a final report detailing its disbursements by employee
24 identification number only of all payments made under this Agreement,
25 as well as the declaration suitable for filing with the Court attesting to
26 its disbursement of all payments required under this Agreement. Prior
27 to any deadline set by the Court, the Administrator will prepare and
28 submit to Class Counsel and Defense Counsel a signed declaration

suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES. Based on its records, Defendant estimates that as of the date of the mediation (1) there were 2,420 Class Members and 322,241 Total Workweeks during the Class Period. If the total number of Workweeks increases by more than 10% (or 32,224 Workweeks), the Gross Settlement Amount will be proportionately increased on a pro rata basis in proportion to the percentage above the 10% threshold. To illustrate, if the Total Workweeks at the time of preliminary approval is eleven percent (11%) greater than the Total Workweeks stated herein, the Gross Settlement amount shall be proportionately increased by one percent (1%). By contrast, if the Total Workweeks at the time of preliminary approval is nine percent (9%) greater than the Total Workweeks listed herein, there shall be no proportional increase of the Gross Settlement amount. Increase in workweeks attributable solely to Plaintiff's refusal to promptly execute this Agreement shall not trigger the escalator. In lieu of the escalator specified herein, Defendant in its sole discretion can limit the release period to the point at which 354,465 Workweeks is reached.

9. [This section has been intentionally omitted.]

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone and in good faith to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to

1 contest certification of any class for any reasons, and Defendant reserves all
2 available defenses to the claims in the Action, and Plaintiff reserves the right to
3 move for class certification on any grounds available and to contest Defendant's
4 defenses. The Settlement, this Agreement and Parties' willingness to settle the
5 Action will have no bearing on, and will not be admissible in connection with,
6 any litigation (except for proceedings to enforce or effectuate the Settlement
7 and this Agreement).

8 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
9 Defendant and Defense Counsel separately agree that, until the Motion for
10 Preliminary Approval of Settlement is filed, they and each of them will not
11 disclose, disseminate and/or publicize, or cause or permit another person to
12 disclose, disseminate or publicize, any of the terms of the Agreement directly
13 or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or other entity except: (1) to the Parties' attorneys,
15 accountants, or spouses, all of whom will be instructed to keep this Agreement
16 confidential; (2) to the extent necessary to report income to appropriate taxing
17 authorities; (3) in response to a court order or subpoena; or (4) in response to
18 an inquiry or subpoena issued by a state or federal government agency. Each
19 Party agrees to immediately notify each other Party of any judicial or agency
20 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
21 Defendant and Defense Counsel separately agree not to, directly or indirectly,
22 initiate any conversation or other communication before the filing of the Motion
23 for Preliminary Approval with any third party regarding this Agreement or the
24 matters giving rise to this Agreement except to respond only that "the matter
25 was resolved," or words to that effect. This paragraph does not restrict Class
26 Counsel's communications with Class Members in accordance with Class
27 Counsel's ethical obligations owed to Class Members.
28

12.3. Non-Publicity Post Preliminary Approval. Class Counsel and Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

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

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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

1 Agreement that may become necessary to implement the Settlement, the Parties
2 will seek the assistance of a mediator and/or the Court for resolution.

3 12.8. No Prior Assignments. The Parties separately represent and warrant that they
4 have not directly or indirectly assigned, transferred, encumbered, or purported
5 to assign, transfer, or encumber to any person or entity any portion of any
6 liability, claim, demand, action, cause of action, or right released and
7 discharged by the Party in this Settlement.

8 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense
9 Counsel are providing any advice regarding taxes or taxability, nor shall
10 anything in this Settlement be relied upon as such within the meaning of United
11 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
12 otherwise.

13 12.10. Modification of Agreement. This Agreement, and all parts of it, may be
14 amended, modified, changed, or waived only by an express written instrument
15 signed by all Parties or their representatives, including their counsel, and
16 approved by the Court.

17 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and
18 inure to the benefit of, the successors of each of the Parties.

19 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits
20 will be governed by and interpreted according to the internal laws of the state
21 of California, without regard to conflict of law principles.

22 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
23 preparation of this Agreement. This Agreement will not be construed against
24 any Party on the basis that the Party was the drafter or participated in the
25 drafting.

26 12.14. Confidentiality. To the extent permitted by law, all agreements made and
27 orders entered during Action and in this Agreement relating to the
28 confidentiality of information shall survive the execution of this Agreement.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.16. 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.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this 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 thereafter.

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

To Plaintiff: Jeremy F. Bollinger
Moss Bollinger LLP
15300 Ventura Blvd., Suite 207
Sherman Oaks, CA 91430

To Defendant: Elizabeth Brown
GBG LLP
633 West 5th Street, Suite 1500
Los Angeles, CA 90071

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

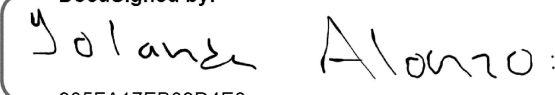
12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330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

SIGNATURES ON NEXT PAGE

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: 5/14/2024

DocuSigned by:

 905FA17EB09D4E8...
 Yolanda Alonzo
 Plaintiff and Class Representative

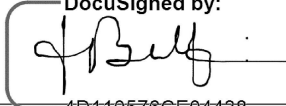
Dated: _____

 [NAME], [TITLE]
 Defendant Dexcom, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: 5/14/2024

MOSS BOLLINGER, LLP

DocuSigned by:

 4D110576CE04438...
 By: _____
 Jeremy F. Bollinger
 Dennis F. Moss
 Ari E. Moss
 Mariela de Loera Figueroa
 Attorneys for Plaintiff Yolanda Alonzo

Dated: : _____

GBG LLP

By: _____
 Elizabeth Brown
 Attorneys for Defendant Dexcom, Inc.

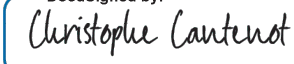
[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____

Yolanda Alonzo
Plaintiff and Class Representative

Dated: 5/16/2024

DocuSigned by:

87342D3144FF44E...
Christophe Cantenot, Vice President
Defendant Dexcom, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

MOSS BOLLINGER, LLP

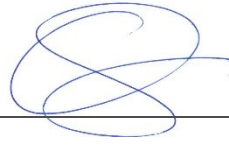
By: _____

Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Mariela de Loera Figueroa
Attorneys for Plaintiff Yolanda Alonzo

Dated: : 05/17/2024

GBG LLP

By: _____


Elizabeth Brown
Attorneys for Defendant Dexcom, Inc.

EXHIBIT

A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Yolanda Alonzo v. Dexcom, Inc.

San Diego Superior Court Case No. 37-2023-00042543-CU-OE-CTL

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action and PAGA lawsuit (“Action”) against Dexcom, Inc. (“Defendant”) for alleged wage and hour violations, including (1) failure to provide meal periods, (2) failure to authorize and permit rest breaks, (3) failure to pay all minimum and overtime wages, (4) failure to provide accurate wage statements, (5) failure to pay timely wages when due, (6) failure to reimburse all business expenses, (7) unfair competition, and (8) for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”). The Action was filed by a former Dexcom, Inc. employee Yolanda Alonzo (“Plaintiff”) on behalf of all current and former employees directly employed by Dexcom, Inc. for the time period during which they were employed directly by Dexcom, Inc. (meaning they were on Dexcom, Inc.’s payroll and not the payroll of a labor contractor) during the Class Period except any such employee who is a named plaintiff in a class or PAGA action pending against Defendant as of the date this Agreement is fully executed (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt, hourly paid employees of Dexcom, Inc. employed in California at any time during the PAGA Period (“Aggrieved Employees”). The Class Period is from July 24, 2020 through Preliminary Approval. The PAGA Period is from June 5, 2022, through Preliminary Approval.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual

1 PAGA Payments and pay penalties to the California Labor & Workforce Development Agency
2 (“LWDA”).

3 Based on Defendant’s records, and the Parties’ current assumptions, your **Individual Class**
4 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
5 **estimated to be \$_____.** The actual amount you may receive likely will be different and will depend
6 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to
7 Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement
8 because you did not work during the PAGA Period.)

9 The above estimates are based, in part, on Defendant’s records showing that **you worked**
10 **_____ workweeks, were paid _____ break premiums, and [were/were not] paid sick leave or Covid**
11 **pay during the Class Period, you worked _____ pay periods during the PAGA Period and that you**
12 **experienced _____ termination(s).** If you believe that you worked more workweeks during either
13 period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

14 The Court has already preliminarily approved the proposed Settlement and approved this
15 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected
16 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read
17 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve
18 the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys
19 (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to
20 make payments under the Settlement and requires Class Members and Aggrieved Employees to give
21 up their rights to assert certain claims against Defendant.

22 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two
23 basic options under the Settlement:

- 24 (1) **Do Nothing.** You do not have to do anything to participate in the proposed
25 Settlement and be eligible for an Individual Class Payment and/or an Individual
26 PAGA Payment. If you do nothing, and the Court approves the Settlement, as a
27 Participating Class Member you will give up your right to assert Class Period wage
28 claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (“Released Claims”).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims.

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u> </u>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the <u> </u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u> </u>. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u> </u>	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period, how many break premiums and sick leave/Covid pay you were paid, how many Pay Periods you worked at least one day during the PAGA Period, and whether you experienced a termination, respectively. The number of Class Period Workweeks, break premiums and sick leave/Covid pay you were paid, number of PAGA Period Pay Periods you worked, and whether you experienced a termination according to Defendant’s records is stated on the first page of this Notice. If you disagree with any of

these amounts, you must challenge it by . See
Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Dexcom, Inc. employee. The Action accuses Defendant of violating California labor laws by failing to provide compliant meal periods, failing to factor bonuses into meal period premiums, overtime and sick leave and Covid pay, failing to pay minimum and overtime wages for off-the-clock work, failing to provide accurate wage statements, failing to pay timely wages upon cessation of employment, and committing unfair business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: Jeremy F. Bollinger, Dennis F. Moss, and Ari E. Moss of Moss Bollinger LLP (“Class Counsel.”)

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved

the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. Defendant Will Pay One Million Three Hundred Thousand Dollars (\$1,30,000.00) as the Gross Settlement Amount (“Gross Settlement”). Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the Administrator no later than forty-five (45) calendar days after the Effective Date. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor & Workforce Development Agency (“LWDA”). The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1. Up to \$455,000 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees (subject to increase if the Gross Settlement increases) and up to \$18,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
2. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

3. Up to \$16,214.00 to the Administrator for services administering the Settlement.

4. **\$10,000** for PAGA Penalties for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

D. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of **10%** of each Participating Class Member’s Individual Class Payment will be allocated to settlement of wage claims (“Wage Portion”) and **90%** of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms. (Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically

1 cancelled, and the monies will be deposited with the State Bar Justice Gap Fund as Cy Pres recipient
2 pursuant to California Code of Civil Procedure Section 384, subd. (b).

3 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be
4 treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify
5 the Administrator in writing, not later than [INSERT DATE forty-five (45) calendar days from the
6 mailing of the Class Notice], that you wish to opt-out. The easiest way to notify the Administrator is
7 to send a written and signed Request for Exclusion by the Response Deadline. The Request for
8 Exclusion should be a letter from a Class Member or his/her legal representative setting forth a Class
9 Member's name, present address, telephone number, and a simple statement electing to be excluded
10 from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not
11 receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour
12 claims against Defendant. You cannot opt-out of the PAGA portion of the Settlement. Class
13 Members who exclude themselves from the Class Settlement (Non-Participating Class Members)
14 remain eligible for Individual PAGA Payments and are required to give up their right to assert
15 PAGA claims against Defendant based on the PAGA Period alleged in the Action.

16 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It
17 is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
18 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
19 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay
20 any money and Class Members will not release any claims against Defendant.

21 H. Administrator. The Court has appointed a neutral company, Simpluris, Inc.
22 (the "Administrator"), to send this Notice, calculate and make payments, and process Class
23 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
24 over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks
25 necessary to administer the Settlement. The Administrator's contact information is contained in
26 Section 9 of this Notice.

27 I. Applicable Releases. Effective on the date when Defendant fully funds the
28 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of

the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows.

Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties and Eastridge of any and all known and unknown claims against the Released Parties, as set forth in greater detail in the Settlement Agreement. Plaintiff's release is what is called a "general" release of claims.

Participating Class Members' Class Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims pleaded in the Operative Complaint in the Action, and which reasonably could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action, against the Released Parties for work performed during the Class Period, including:

- The Claims set forth in the Operative Complaint, specifically, (1) failure to provide meal periods, (2) failure to authorize and permit rest breaks, (3) failure to pay all minimum and overtime wages, (4) failure to provide accurate wage statements, (5) failure to pay timely wages when due, (6) failure to reimburse all business expenses, and (7) unfair competition, predicated on the same or similar facts and/or claims alleged in the Action, as well as any claims that reasonably could have been pled which arise from the same or similar facts concerning Plaintiff or the putative class, and claims for interest, penalties, as well as any claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged (specifically for violations of Labor Code sections 201-203, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 2802, Business & Professions Code section 17200 *et seq.*, and Sections 3, 4, 10, 11 and 12 of Wage Order 1-2001), or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action;
- Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which reasonably could have been alleged under the facts, allegations and/or claims pleaded in the complaints filed as part of the Lawsuit; and,
- Any and all other claims under California common law, the California Labor Code including but not limited to the Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code alleged in or that reasonably could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Lawsuit.

Aggrieved Employees' PAGA Release. In consideration of the payment of PAGA Penalties, Plaintiff, on behalf of the State of California, the LWDA, and the Aggrieved Employees, releases and discharges the Released Parties of any and all claims for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) during the PAGA Period that were alleged and/or predicated on the facts and/or claims alleged in the Action and/or any PAGA letter sent to the LWDA by Plaintiff or in any way premised in whole or in part on any of the Released Class Claims, including any and all claims for civil penalties for failure to provide meal periods (including failure to pay premium pay at the accurate regular

rate of pay), failure to authorize and permit rest breaks, failure to pay minimum and/or overtime wages (including payment of overtime wage at the accurate regular rate of pay), failure to reimburse business expenses, recordkeeping or pay stub violations, and/or all claims for timely payment of wages. The Aggrieved Employees will be issued a check for their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the PAGA Penalties and release of the Released PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the Released PAGA Claims regardless of whether they cash or deposit their Individual PAGA Payment or opt out of being a Settlement Class Member in accordance with the terms of this Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments using the following formula: The Net Settlement Amount will be allocated among Participating Class Members on a proportional basis based on the following factors. To calculate each Class Member's estimated share of the Net Settlement Amount, the Administrator will (i) calculate the number of Participating Class Members whose employment with Defendant had terminated prior to the date of Preliminary Approval and multiply that number by \$25 to arrive at Former Employee Allocation; (ii) subtract the Former Employee Allocation from the Net Settlement Amount; (iii) divide the remainder of the Net Settlement Amount by the total number of Workweeks in the class and (iv) multiply the result by each Participating Class Member's allocated Workweeks.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Class Period Workweeks, break premiums and sick leave/Covid pay you were paid, number of PAGA Period Pay Periods you worked, and whether you experienced a termination, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [INSERT DATE] forty-five (45) calendar days from the mailing of the Class Notice] to challenge the amounts credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by

1 sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation
2 of Workweeks, Pay Periods and other data based on Defendant's records as accurate unless you send
3 copies of records containing contrary information. You should send copies rather than originals
4 because the documents will not be returned to you. The Administrator will resolve challenges based
5 on your submission and on input from Class Counsel (who will advocate on behalf of Participating
6 Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot
7 appeal or otherwise challenge its final decision.

8 **5. HOW WILL I GET PAID?**

9 A. Participating Class Members. The Administrator will send, by U.S. mail, a single
10 check to every Participating Class Member (i.e., every Class Member who does not opt-out) including
11 those who also qualify as Aggrieved Employees. The single check will combine the Individual Class
12 Payment and the Individual PAGA Payment.

13 B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
14 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement
15 (i.e., every Non-Participating Class Member).

16 **Your check will be sent to the same address as this Notice. If you change your address,**
17 **be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**
18 **Administrator's contact information.**

19 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

20 Submit a written and signed letter with your name, present address, telephone number, and a
21 simple statement that you do not want to participate in the Settlement. The Administrator will exclude
22 you based on any writing communicating your request be excluded. Be sure to personally sign your
23 request, identify the Action as **Alonzo v. Dexcom, Inc., San Diego Superior Court Case No. 37-2023-**
24 **00042543-CU-OE-CTL**, and include your identifying information (full name, address, telephone
25 number, approximate dates of employment, and social security number for verification purposes).
26 You must make the request yourself or through your legal representative. If someone else makes the
27 request for you other than your legal representative, it will not be valid. **The Administrator must be**
28

1 sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice
2 has the Administrator's contact information.

3 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

4 Only Participating Class Members have the right to object to the Settlement. Before deciding
5 whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve.
6 At least sixteen (16) court days before the [INSERT DATE OF FINAL APPROVAL HEARING]
7 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final
8 Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2)
9 a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is
10 requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a
11 Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact
12 information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.
13 You can also view them on the Administrator's Website _____ (url) _____ or the Court's website
14 _____ (url) _____.

15 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
16 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
18 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the**
19 **Administrator is _____.** Be sure to tell the Administrator what you object to, why you object,
20 and any facts that support your objection. Make sure you identify the Action **Alonzo v. Dexcom, Inc.,**
21 **San Diego Superior Court Case No. 37-2023-00042543-CU-OE-CTL** and include your name,
22 current address, telephone number, and approximate dates of employment for and sign the objection.
23 Section 9 of this Notice has the Administrator's contact information.

24 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object
25 at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
26 to tell the Court what you object to, why you object, and any facts that support your objection. See
27 Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.
28

1 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

2 You can, but do not have to, attend the Final Approval Hearing on _____ at
3 (time) in Department C-71 of the San Diego Superior Court, located at 330 West Broadway, San
4 Diego, CA 92101. At the Hearing, the judge will decide whether to grant Final Approval of the
5 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
6 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
7 before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via
8 [INSERT LINK]. Check the Court's website for the most current information.

9 It is possible the Court will reschedule the Final Approval Hearing. You should check the
10 Administrator's website _____ beforehand or contact Class
11 Counsel to verify the date and time of the Final Approval Hearing.

12 **9. HOW CAN I GET MORE INFORMATION?**

13 The Agreement sets forth everything Defendant and Plaintiff have promised to do under the
14 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
15 documents is to go to _____ (specify entity)'s website at _____ (url). You can also
16 telephone or send an email to Class Counsel or the Administrator using the contact information listed
17 below, or consult the Superior Court website by going to ([INSERT LINK]) and entering the Case
18 Number for the Action, Case No. 37-2023-00042543-CU-OE-CTL. You can also make an
19 appointment to personally review court documents in the Clerk's Office at the Central Courthouse by
20 calling (619) 450-7071.

21 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
22 **ABOUT THE SETTLEMENT.**

23 Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss
24 Name of Attorney: Jeremy F. Bollinger
25 Email Address: jeremy@mossbollinger.com
26 Name of Firm: Moss Bollinger LLP
27 Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403
28 Telephone: (310) 982-2984

Settlement Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should contact the Administrator to determine if your settlement payment has already been transferred to State Bar Justice Gap Fund as Cy Pres recipient pursuant to California Code of Civil Procedure Section 384, subd. (b).

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.