

FIRST AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

Pursuant to Paragraph 11.9 of the Class Action and PAGA Settlement Agreement and Class Notice entered into by and between Plaintiff Javier Jiron (“Plaintiff”) and defendant Wipro Limited (“Defendant”) for the matter of *Javier Jiron, et al. v. Wipro Limited, et al.* Case No. CGC-23-608621, Superior Court of California, County of San Francisco (the “Action”), attached as Exhibit 1 to the Declaration of Matthew A. Haulk, Esq. filed with the Court on November 15, 2024 in the Action, the Parties enter into this First Amendment to Class Action and PAGA Settlement Agreement and Class Notice (“First Amendment”) for the purpose of complying with the court’s directions in its December 18, 2024 Order Continuing Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

The Parties’ Class Action and PAGA Settlement Agreement and Class Notice and this First Amendment are referred to, collectively, as the “Agreement”. The following provisions of the Class Action and PAGA Settlement Agreement and Class Notice are hereby amended in the manner indicated below.

1. Paragraph 1.8 is amended to add the underlined language below:

1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address and e-mail address, Social Security number, and dates of employment and/or number of Class Period Workweeks and PAGA Pay Periods.

**2. Paragraph 1.10 is deleted in its entirety and replaced with the following language;
Exhibit A is deleted in its entirety and replaced by Exhibit “A-1” to this Amendment.**

“Class Notice” means the FIRST AMENDED COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed and e-mailed, where email addresses are available, as provided in Paragraph 7.4.2. of this Agreement, to Class Members in English, attached as Exhibit A-1 and incorporated by reference into this Agreement.

3. Paragraph 7.4.2 is amended to add the underlined language below:

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. In addition to, the Administrator shall provide Class Notice to the Class Members by e-mail, where e-mail addresses are available and have been provided to the Administrator with the Class Data. The first page of the Class Notice shall prominently

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

4. Paragraph 7.6. is amended to add the underlined language below:

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice by sending the Administrator, by email, fax, or mail, a written Workweeks challenge, which must include the Class Member's full name, signature, address, email address, or telephone number, and last four digits of Social Security number for verification purposes. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide its final determination regarding the challenge to the challenging Class Member. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

5. Paragraph 4.4 is amended to delete the stricken-through language below and to add the underlined language below:

4.4. Payments from the Gross Settlement Amount. ~~Within 14 days~~ Within 14 days after the Administrator receives the Gross Settlement Amount from Defendant, 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.

6. Paragraph 5.2 is deleted in its entirety and replaced with the following language:

5.2. Release by Plaintiff and Participating Class Members: Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Participating Class Members release the Released Parties from all Released Class Claims that arose during the Class Period. The "Released Class Claims" include any and all claims related to or arising out of an alleged failure to reimburse necessary and reasonable business expenses, including under California's Labor Code section 2802 and under California's Unfair Competition Law ("UCL").

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7. Paragraph 5.4 is deleted in its entirety and replaced with the following language.

5.3. Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Aggrieved Employees release Defendant and the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The “Released PAGA Claims” include all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative Complaint and PAGA Notice and ascertained in the course of the Action. The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 204, 226, 226.3, 226.7, 510, 512, 1194 (as it applies to overtime wages), and 2802, and the related IWC provisions, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including but not limited to: (1) failing to pay for all hours worked and overtime wages; (2) failing to permit timely meal breaks; (3) failing to permit timely rest breaks; (4) failing to pay premium pay for missed or untimely meal breaks/rest breaks; (5) failing to pay all earned wages (including overtime compensation and premium pay for missed meal and rest breaks) at least twice a month; (6) failing to maintain and furnish accurate and itemized wage statements; (7) failing to reimburse business expenses, and (8) interest, fees, and costs.

On Behalf of Plaintiff Javier Jiron:

Dated: _____

Javier Jiron, Plaintiff

On Behalf of Defendant Wipro Limited:

Dated: _____

Name: Karan Singh
Title: HR Head, Americas II

EXHIBIT A-1

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

Javier Jiron, et al. v. Wipro Limited, et al.

The Superior Court of California, County of San Francisco, Case No. CGC-23-608621

The Superior Court of California, County of San Francisco has 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 representative action lawsuit ("Action") against Wipro Limited ("Defendant") for alleged wage and hour and business expense reimbursement violations. A class action lawsuit, sometimes referred to as a representative action lawsuit, is a type of lawsuit where one of the parties is a group of people who claim to have suffered a similar or common form of injury or violation of their rights. The group of people is collectively represented in the lawsuit by one or more members of the group. Instead of hearing many separate cases from each individual member of the group, the court handles the lawsuit as a single large case.

The Action was filed by former employee Javier Jiron ("Plaintiff") and seeks payment of necessary and reasonable business expenses for a class of all current and former sales employees who worked for Defendant in California and incurred necessary and reasonable business expenses at any time or times between August 24, 2019, through [Date], and excluding persons who are currently represented by counsel and have a civil action pending, and also excluding any persons who opt-out of the class ("Class" or "Class Members"); and (2) penalties under the California Private Attorneys General Act ("PAGA") for all current or former sales employees who worked for Defendant in the State of California from October 12, 2022, through [Date] ("Aggrieved Employees"). The "Class Period" is the period from August 24, 2019 through [Date]. The "PAGA Period" is the period from October 12, 2022, through [Date].

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 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

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

The above estimates are based on Defendant's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant is not admitting guilt, wrongdoing, or liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. However, as a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant, and as an Aggrieved Employee you will give up your right to assert 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 a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Class 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. 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 Don't 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 Class Claims).
You Can Opt-out of the Class Settlement	If you don't 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,

but not the PAGA Settlement The Opt-out Deadline is [date]	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. See 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 PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [date]	All Class Members who do not submit a valid and timely Request for Exclusion (“Participating Class Members”) can object to any aspect of the Class 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. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [date]. You don’t 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 Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [date]	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [date]. See Section 4 of this Notice

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to reimburse for reasonable and necessary business expenses. Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) for alleged failure to pay wages and overtime, provide meal periods and rest breaks, to provide accurate itemized wage statements, and to reimburse for reasonable and necessary business expenses. Plaintiff is represented by

attorneys in the Action: Matthew A. Haulk and Jose M. Herrera, of Haulk & Herrera, LLC (“Class Counsel.”).

Defendant strongly denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant complied with California wage statement requirements; that Defendant complied with California law regarding reimbursement of reasonable and necessary business expenses, that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

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: (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?

1. Defendant Will Pay \$155,000 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. 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.
2. 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:

- A. Up to \$51,666.67 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$7,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive from the Gross Settlement other than Plaintiff's Individual Class Payment and any Individual PAGA Payment. Plaintiff has asserted individual claims against Defendant that are outside of the Class claims and the PAGA claims. Plaintiff has settled his individual claims and will receive additional and separate consideration from Defendant for that settlement.
- C. Up to \$6,000 to the Administrator for services administering the Settlement.
- D. Up to \$35,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- 3. Net Settlement Distributed to Participating 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 Workweeks during the Class Period.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to expense reimbursement, penalties and interest. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and 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.

- 5. 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 don't cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to what is referred to as a "Cy Pres Beneficiary". The proposed Cy Pres

Beneficiary is a non-profit organization, Legal Aid At Work, located at 180 Montgomery Street, #600, San Francisco, California 94104. The Cy Pres Beneficiary is subject to court approval.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [date]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, signature, present address, telephone number or e-mail address, last four digits of Social Security number for verification purposes, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Release of Plaintiff and Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement, Plaintiff and Participating Class Members release the Released Parties from all Released Class Claims that arose during the Class Period. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The "Released Class Claims" include all claims that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to

act alleged in Plaintiff's Complaint, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law. The Released Claims specifically include but are not limited to Labor Code § 2802, and the related IWC Wage Orders and Business & Professions Code §§ 17200, *et seq.*, and include claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action (the "Released Claims"). The enumeration of these specific statutes shall neither enlarge nor narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action.

10. Release by Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement, Aggrieved Employees release the Released Parties from the Released PAGA Claims that arose during the PAGA Period. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The "Released PAGA Claims" include all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the Operative Complaint and PAGA Notice, and ascertained in the course of the Action. The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 221, 224, 226, 226.3, 226.7, 510, 512, 1174, 1194, *et seq.*, 1194.2, 1197, 1198, 2802, 2810.5, and the related IWC, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including but not limited to: (1) failure to timely pay employees upon separation or discharge; (2) failure to pay all wages due and owing for time worked; (3) failure to provide meal or rest periods of compensation in lieu thereof, (4) failure to provide accurate itemized wage statements, (5) all related violations of the applicable Wage Orders; (6) failure to reimburse business expenses, (7) all related violations of California's unfair competition law; and (8) interest, fees, and costs.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$8,750 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.
3. Workweek/PAGA Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until [date] to challenge the number of Workweeks and PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax and include your identifying information (full name, signature, address, e-mail address or telephone number, and last four digits of Social Security number for verification purposes). Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, an Individual Class Payment check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

A single check will combine the Individual Class Payment and the Individual PAGA Payment (if applicable).

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

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

Submit a written and signed letter (i.e., Request for Exclusion) with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Javier Jiron v. Wipro Limited* and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [date], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Class Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [date].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Javier Jiron v. Wipro Limited*, and include your full name, signature, current address, e-mail address or telephone number, and last four digits of Social Security number for verification purposes. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date] at [time] in Department 304 of the San Francisco County Superior Court, located at 400 McAllister Street (between Polk

and Van Ness), San Francisco, CA 94102. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information (<https://sf.courts.ca.gov/> and <https://sf.courts.ca.gov/online-services/case-information>).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website **[need details]** beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. You can also check the Court's website for the most current information by navigating to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number: CGC-23-608621. The class members who have objected to the settlement will receive notice of a continued Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to IYLM Group, Inc.'s website at **[URL of website]**. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information> and entering the Case Number for the Action, Case No. CGC-23-608621, or go in person to the Civil Clerk's Office, Superior Court of California, County of San Francisco, Civic Center Courthouse, 400 McAllister St., Room 103 (between Polk and Van Ness) San Francisco, CA 94102, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding 12 p.m. to 1 p.m. daily and on Court holidays and closures.

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

Class Counsel:

Matthew A. Haulk
mhaulk@hemploymentlaw.com
Jose M. Herrera
jherrera@hemploymentlaw.com
HAULK & HERRERA, LLP
100 Pine Street, Ste 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Counsel for Defendant:

Mollie M. Burks
Nima Nayebi
Gordon Rees Scully Mansukhani, LLP
315 Pacific Avenue
San Francisco, CA 94111

Settlement Administrator:

Name: ILYM Group, Inc.
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 promptly notify the Administrator.

11. WHAT IF I CHANGE MY ADDRESS?

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