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10 INSTITUTE, INC.

11 *[Additional counsel listed on next page]*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF RIVERSIDE

14
15 LAURA PROVONSHA, on behalf of herself
and others similarly situated,

16 Plaintiff,

17 v.

18 ENVIRONMENTAL SYSTEMS RESEARCH
19 INSTITUTE, INC., a California Corporation;
and DOES 1-10, inclusive

20 Defendants.
21

Case No. CVRI2401687

(Assigned for All Purposes to the Hon.
Harold W. Hopp, Dept. 1)

**CLASS AND PAGA SETTLEMENT
AGREEMENT AND RELEASE**

Action Filed: March 28, 2024
Trial Date: Not Yet Set

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1 This Class and PAGA Settlement Agreement and Release (the “Agreement”) is entered
2 into by and between, subject to approval of the Court: (1) plaintiff Laura Provonsha (“Plaintiff”),
3 on the one hand, individually and on behalf of all persons who are members of the class to be
4 certified for settlement purposes only as provided for herein and the PAGA Aggrieved Employees
5 (as defined below) and the State of California; and (2) defendant Environmental Systems
6 Research Institute, Inc. (“Defendant” or “Esri”), on the other hand. In consideration of the
7 promises and mutual covenants and agreements herein, Plaintiff and Defendant (collectively, the
8 “Parties”) hereby covenant and agree as follows:

9 **1. RECITALS**

10 1.1 On March 28, 2024, Plaintiff filed a Complaint (the “Complaint”) against Esri and
11 individual defendants, Jack Dangermond and Laura Dangermond (the “Individual Defendants”),
12 in the Superior Court of the State of California, County of Riverside, entitled *Laura Provonsha v.*
13 *Environmental Systems Research Institute, Inc., et al.*, Case No. CVRI2401687 (the “Action”).
14 The Complaint alleged sixteen causes of action: (1) Failure to Pay Wages Plus Interest (Cal.
15 Labor Code § 203); (2) Failure to Pay Overtime and Double Time Wage (Cal. Labor Code §§ 510
16 and 1194); (3) Failure To Provide One Day’s Rest In Seven (Cal. Labor Code §§ 551, 552, and
17 852); (4) Failure to Indemnify Employee Expenses Incurred in Discharge of Duties; (5) Meal
18 Break Violations - Violation of California Labor Code §§ 512, 226.7; (6) Unpaid Rest Period
19 Premiums - Violation of California Labor Code § 226.7; (7) Noncompliant Wage Statements-
20 Violation of California Labor Code § 226(a); (8) Deficient Pay Penalties - California Labor Code
21 Section 210; (9) Failure to Pay Meal Period Premiums and Rest Break Premiums; (10) Failure to
22 Maintain Payroll Records - Violation of California Labor Code §§ 226.3, 1174(d); (11) Unfair
23 Competition – Bus. & Prof. Code § 17200 et seq.; (12) Disability Discrimination (Gov. Code, §
24 12940, subd. (a)); (13) Failure to Provide Reasonable Accommodation (Gov. Code Section
25 12940, subd. (m)); (14) Failure to Engage in an Interactive Process (Gov. Code Section 12940,
26 subd. (n)); (15) Failure to Prevent Discrimination (Gov. Code, § 12940, subd. (k)); and (16)
27 PAGA -Labor Code §§ 2698, et seq.
28

1 1.2 On May 31, 2024, the Parties stipulated to dismissal of the Individual Defendants
2 without prejudice. On June 10, 2024, the Court dismissed the Individual Defendants without
3 prejudice.

4 1.3 On June 11, 2024, Plaintiff filed a First Amended Complaint (the “FAC”). The
5 FAC alleged fifteen causes of action: (1) Failure to Pay Wages Plus Interest (Cal. Labor Code §
6 203); (2) Failure to Pay Overtime and Double Time Wage (Cal. Labor Code §§ 510 and 1194);
7 (3) Failure To Provide One Day’s Rest In Seven (Cal. Labor Code §§ 551, 552, and 852); (4)
8 Meal Break Violations - Violation of California Labor Code §§ 512, 226.7; (5) Unpaid Rest
9 Period Premiums -Violation of California Labor Code § 226.7; (6) Noncompliant Wage
10 Statements- Violation of California Labor Code § 226(a); (7) Deficient Pay Penalties - California
11 Labor Code Section 210; (8) Failure to Pay Meal Period Premiums and Rest Break Premiums; (9)
12 Failure to Maintain Payroll Records - Violation of California Labor Code §§ 226.3, 1174(d); (10)
13 Unfair Competition – Bus. & Prof. Code § 17200 et seq.; (11) Disability Discrimination (Gov.
14 Code, § 12940, subd. (a)); (12) Failure to Provide Reasonable Accommodation (Gov. Code
15 Section 12940, subd. (m)); (13) Failure to Engage in an Interactive Process (Gov. Code Section
16 12940, subd. (n)); (14) Failure to Prevent Discrimination (Gov. Code, § 12940, subd. (k)); and
17 (15) PAGA -Labor Code §§ 2698, et seq.. With respect to claims (1)-(10), Plaintiff seeks to
18 represent a class of Esri’s non-exempt, hourly California employees. With respect to claim (15),
19 Plaintiff seeks to represent a derivative group of aggrieved employees under the California
20 Private Attorneys General Act of 2004 (“PAGA”). With respect to claims (11)-(14), Plaintiff
21 alleges such claims under the California Fair Employment and Housing Act on behalf of herself
22 in her individual capacity. Plaintiff’s counsel was unaware the Court granted the dismissal of the
23 Individual Defendants at the time of filing the FAC, so the FAC erroneously included the
24 Individual Defendants.

25 1.4 On July 15, 2024, Esri filed an Answer to the FAC generally denying all of
26 Plaintiff’s allegations and asserting affirmative defenses.

27 1.5 On August 22, 2024, the Court again dismissed the Individual Defendants without
28 prejudice.

1 1.6 Before filing the Complaint, Plaintiff filed her first PAGA letter against Defendant
2 on November 14, 2023, alleging the same claims as in the Complaint. On August 9, 2024,
3 Plaintiff filed her first amended PAGA letter against Defendant, removing her claim for
4 unreimbursed business expenses and adding time-rounding allegations and a claim for failure to
5 pay all wages due upon termination.

6 1.7 On April 22, 2025, the Parties participated in a mediation with Michael J. Loeb of
7 JAMS. Following the mediation, the Parties agreed to resolve the Action, memorializing the key
8 terms of the settlement in a Memorandum of Understanding fully executed as of June 10, 2025.

9 1.8 In preparation for the mediation on April 22, 2025, Plaintiff asked for and
10 Defendant provided substantial informal discovery, including production of various policies,
11 employee headcounts, and pay period counts relevant to various claims, time and payroll data,
12 and other information requested by Plaintiff.

13 1.9 In these and other ways, the Parties investigated the facts and analyzed the relevant
14 legal issues regarding the claims and defenses in the Action. Based on this investigation and
15 analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no
16 merit.

17 1.10 The Parties have each considered the uncertainties of continued litigation and the
18 benefits to be obtained under the proposed settlement, and have considered the costs, risks, and
19 delays associated with the continued prosecution of the Action and the likely appeals of any
20 rulings in favor of either Plaintiff or Defendant. At all times, the Parties' settlement negotiations
21 have been non-collusive, adversarial, and at arm's length.

22 1.11 It is the Parties' intention and the objective of this Agreement to avoid the costs of
23 further litigation and trial, and to settle and dispose of, fully and completely and forever, the
24 claims released herein and described below.

25 **2. DEFINITIONS**

26 As used in this Agreement, the terms set forth in this Section 2 shall have the meanings
27 ascribed to them below.
28

1 2.1 **Action.** “Action” means the above-captioned action entitled *Laura Provonsha v.*
2 *Environmental Systems Research Institute, Inc., et al.*, Case No. CVRI2401687, currently pending
3 in the Superior Court of the State of California, County of Riverside.

4 2.2 **Agreement.** “Agreement” means this Class and PAGA Settlement Agreement and
5 Release, including all Exhibits referred to herein and attached hereto.

6 2.3 **Allocations.** “Allocations” means the amounts to be paid from the Net Settlement
7 Sum to the Settlement Class Members and from the PAGA Fund to the PAGA Aggrieved
8 Employees, as provided in Section 4.5 of this Agreement.

9 2.4 **Business Day.** “Business Day” means any day other than a Saturday, a Sunday, or
10 a legal public holiday specified in 5 U.S.C. § 6103.

11 2.5 **Class or Class Members.** “Class” or “Class Members” means all individuals who
12 are or were employed by Defendant as non-exempt, hourly employees in California during the
13 Class Period.

14 2.6 **Class Claims.** “Class Claims” means the following claims alleged in the
15 Complaints, and which are based upon facts alleged in the Complaints, as well as liability for
16 those claims that arose during the Class Period. The Class Claims are: (1) Failure to Pay Wages
17 Plus Interest (Cal. Labor Code § 203); (2) Failure to Pay Overtime and Double Time Wage (Cal.
18 Labor Code §§ 510 and 1194); (3) Failure To Provide One Day’s Rest In Seven (Cal. Labor Code
19 §§ 551, 552, and 852); (4) Meal Break Violations - Violation of California Labor Code § 512,
20 226.7; (5) Unpaid Rest Period Premiums - Violation of California Labor Code § 226.7; (6)
21 Noncompliant Wage Statements- Violation of California Labor Code § 226(a); (7) Deficient Pay
22 Penalties - California Labor Code Section 210; (8) Failure to Pay Meal Period Premiums and Rest
23 Break Premiums; (9) Failure to Maintain Payroll Records - Violation of California Labor Code §§
24 226.3, 1174(d); (10) Unfair Competition – Bus. & Prof. Code § 17200 et seq.; and those claims
25 based solely on the facts alleged in the Complaints. Notwithstanding the foregoing, the Class
26 Claims are no broader than as permitted by the Court’s Case Management Order #1 Sec.
27 G(3)(e)(ii).

1 2.7 **Class Counsel.** “Class Counsel” means the law firms of Blalock Dye Law, LLP
2 and Hellmich Law Group, PC.

3 2.8 **Class Data.** “Class Data” means the data with respect to each Class Member as
4 set forth in Section 4.2.1.

5 2.9 **Class Notice.** “Class Notice” means the Notice of Proposed Class Action
6 Settlement to be mailed to Class Members.

7 2.10 **Class Period.** “Class Period” means the period from March 28, 2020 through
8 either the date of preliminary Court approval of this Settlement or, if applicable, such earlier date
9 as provided in Section 4.12.

10 2.11 **Class Representative.** “Class Representative” means plaintiff Laura Provonsha.

11 2.12 **Class Settlement Award.** “Class Settlement Award” means the amount that the
12 Settlement Administrator determines is owed to a Class Member pursuant to the Plan of
13 Allocation described in Section 4.5, below.

14 2.13 **Complaint.** “Complaint” means the complaint filed by Plaintiff on March 28,
15 2024. The Complaint and the FAC are collectively referred to as the “Complaints.”

16 2.14 **Court.** “Court” means the Superior Court of the State of California, County of
17 Riverside.

18 2.15 **Defendant.** “Defendant” means Defendant Environmental Systems Research
19 Institute, Inc.

20 2.16 **Defendant’s Counsel.** “Defendant’s Counsel” means the law firm of Morrison &
21 Foerster LLP.

22 2.17 **Effective Date.** “Effective Date” means the date by which both of the following
23 have occurred: (a) the Court enters a Judgment on the Final Approval Order; and (b) the
24 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
25 Class Member objects to the Agreement, the day the Court enters Judgment; (b) if one or more
26 Class Members sufficiently objects to the Agreement pursuant to Section 4.4, the day after the
27 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment
28 is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1 **2.18 Employer-Side Payroll Taxes.** “Employer-Side Payroll Taxes” means all federal,
2 state, and local employment payroll taxes and withholdings due in regard to the wages portion of
3 the Class Settlement Award, owed by Defendant. The Parties shall each bear 50% of the
4 Employer-Side Payroll Taxes. The Gross Settlement Amount and Plaintiff’s share of the
5 Employer-Side Payroll Taxes combined shall not exceed a maximum of \$2,800,000.00 when
6 accounting for the Class Settlement Awards being apportioned as 40% wages and 60% penalties
7 and interest. Plaintiff’s 50% share of the Employer-Side Payroll Taxes will be deducted from the
8 Gross Settlement Amount, but shall not reduce the Net Settlement Sum because it will be funded
9 by Class Counsel’s Fee and Expense Award.

10 **2.19 Enhancement Payment.** “Enhancement Payment” means the compensation paid
11 to Plaintiff in recognition of her effort and work as Class Representative in prosecuting the Action
12 on behalf of the Class Members and PAGA Aggrieved Employees and negotiating the Settlement,
13 separate and apart from the Class Settlement Award and PAGA Settlement Award that she will
14 receive, to be paid to her from the Gross Settlement Amount.

15 **2.20 Fairness Hearing or Final Approval Hearing.** “Fairness Hearing” or “Final
16 Approval Hearing” means the hearing at or after which the Court will make a final decision on
17 whether to grant Final Approval of the Settlement as fair, reasonable, and adequate, implement
18 the terms of the Agreement, and enter Judgment. The Fairness Hearing shall be scheduled by the
19 Court pursuant to Section 2.43.

20 **2.21 Fee and Expense Award.** “Fee and Expense Award” means such award of
21 attorneys’ fees and costs/expenses as the Court may authorize to be paid to Class Counsel for the
22 services they have rendered to Plaintiff, the Settlement Class, and the PAGA Aggrieved
23 Employees. Plaintiff’s 50% share of the Employer-Side Payroll Taxes will be deducted from the
24 Gross Settlement Amount through reduction of the Fee and Expense Award.

25 **2.22 Final Approval or Judgment.** “Final Approval” or “Judgment” means the Final
26 Judgment and Order Approving Settlement finally certifying the Settlement Class and approving
27 the Settlement and this Agreement, as contemplated in Section 4.7 of this Agreement.
28

1 2.23 **First Amended Complaint.** “FAC” means the First Amended Complaint filed by
2 Plaintiff on June 11, 2024. The FAC and the Complaint are collectively referred to as the
3 “Complaints.”

4 2.24 **Gross Settlement Amount.** “Gross Settlement Amount” means Two Million and
5 Eight Hundred Thousand Dollars (\$2,800,000.00). The following shall be paid from the Gross
6 Settlement Amount pursuant to the Plan of Allocation set forth in Section 4.5, below: (a) all Class
7 Settlement Awards, (b) the PAGA Settlement Amount, (c) the Fee and Expense Award, reduced
8 by Plaintiff’s share of the Employer-Side Payroll Taxes as described in Section 4.6.1, (d) the
9 Enhancement Payment, (e) the Settlement Administration Costs, and (f) Withholdings and Taxes.
10 For avoidance of doubt, (1) the Gross Settlement Amount and Plaintiff’s share of the Employer-
11 Side Payroll Taxes combined shall not exceed a maximum of \$2,800,000.00 when accounting for
12 the Class Settlement Awards being apportioned as 40% wages and 60% penalties and interest and
13 (2) Defendant shall not be responsible for any additional monies in excess of the Gross Settlement
14 Amount and its share of the Employer-Side Payroll Taxes.

15 2.25 **Individual Claims.** “Individual Claims” means the following claims Plaintiff
16 alleges in the First Amended Complaint: (11) Disability Discrimination (Gov. Code, § 12940,
17 subd. (a)); (12) Failure to Provide Reasonable Accommodation (Gov. Code Section 12940, subd.
18 (m)); (13) Failure to Engage in an Interactive Process (Gov. Code Section 12940, subd. (n)); (14)
19 Failure to Prevent Discrimination (Gov. Code, § 12940, subd. (k)).

20 2.26 **Individual Defendants.** “Individual Defendants” means defendants Jack
21 Dangermond and Laura Dangermond, whom the Court dismissed without prejudice on June 10,
22 2024 and August 22, 2024.

23 2.27 **LWDA.** “LWDA” means the California Labor and Workforce Development
24 Agency.

25 2.28 **Net Settlement Sum.** “Net Settlement Sum” means the Gross Settlement Amount
26 less the following: (a) the PAGA Settlement Amount, (b) the Fee and Expense Award, (c) the
27 Enhancement Payment, and (d) the Settlement Administration Costs. The allocated wage portion
28 of the Net Settlement Sum is subject to Withholdings and Taxes.

1 2.29 **Notice Response Deadline.** “Notice Response Deadline” means thirty (30)
2 calendar days from the date of initial mailing of the Class Notice, or such other date set by the
3 Court in the Preliminary Approval Order.

4 2.30 **Objection Form.** “Objection Form” means the Objection Form appended to the
5 Class Notice.

6 2.31 **PAGA.** “PAGA” means the Labor Code Private Attorneys General Act of 2004
7 (Lab. Code, §§ 2698, et seq.).

8 2.32 **PAGA Aggrieved Employees.** “PAGA Aggrieved Employees” means all
9 individuals who are or were employed by Defendant as non-exempt, hourly employees in
10 California during the PAGA Period.

11 2.33 **PAGA Claims.** “PAGA Claims” means claim 15 alleged in the FAC—PAGA -
12 Labor Code §§ 2698, et seq.—and the PAGA claims alleged in the PAGA Notices, exclusive of
13 alleged violations of Labor Code § 2802, which PAGA penalties are being pursued in *Yesenia*
14 *Gutierrez, et al. v. Environmental Systems Research Institute, Inc.*, Case No. CIVSB2300014,
15 currently pending in the Superior Court of the State of California, County of San Bernardino.

16 2.34 **PAGA Fund.** “PAGA Fund” means 25% of the PAGA Settlement Amount,
17 which is the portion to be paid to PAGA Aggrieved Employees.

18 2.35 **PAGA Notices.** “PAGA Notices” means the PAGA notice filed by Plaintiff with
19 the LWDA regarding Defendant on or about November 14, 2023 and the amended PAGA notice
20 filed by Plaintiff with the LWDA regarding Defendant on or about August 9, 2024.

21 2.36 **PAGA Period.** “PAGA Period” is defined to mean the period from March 28,
22 2023 through either the date of preliminary Court approval of this Settlement or, if applicable,
23 such earlier date as provided in Section 4.12.

24 2.37 **PAGA Settlement Amount.** “PAGA Settlement Amount” means One Hundred
25 Thousand Dollars and No Cents (\$100,000.00) or such other amount approved by the Court, 75%
26 of which (\$75,000.00) is to be paid to the LWDA and 25% of which (\$25,000.00) is to form the
27 PAGA Fund to be paid to PAGA Aggrieved Employees. The PAGA Settlement Amount is to be
28

1 paid for resolution of the PAGA Claims alleged in the Action, and which are included in the
2 Released PAGA Claims.

3 **2.38 PAGA Settlement Award.** “PAGA Settlement Award” means the amount that
4 the Settlement Administrator determines is owed to a PAGA Aggrieved Employee pursuant to the
5 Plan of Allocation described in Section 4.5, below.

6 **2.39 Parties.** “Parties” means Plaintiff, on the one hand, individually and on behalf of
7 all Settlement Class Members, the PAGA Aggrieved Employees and the State of California, and
8 Defendant Environmental Systems Research Institute, Inc., on the other hand.

9 **2.40 Pay Periods.** “Pay Periods” means the number of pay periods during which a
10 Class Member and/or PAGA Aggrieved Employee was employed by Esri in California for at least
11 one day. Pay Periods as provided in this Agreement shall be calculated according to Defendant’s
12 records. Settlement Class Members may dispute the number of Pay Periods they had during the
13 Settlement Period by providing written documentation to the Settlement Administrator supporting
14 their position on or before the Notice Response Deadline in accordance with the Class Notice.

15 **2.41 Plaintiff.** “Plaintiff” means plaintiff Laura Provonsha, individually and on behalf
16 of all Settlement Class Members, the PAGA Aggrieved Employees, and the State of California.

17 **2.42 Plan of Allocation.** “Plan of Allocation” means the manner in which the Net
18 Settlement Sum shall be allocated to Settlement Class Members and the PAGA Fund shall be
19 allocated to the LWDA and PAGA Aggrieved Employees as set forth in Section 4.5, below.

20 **2.43 Preliminary Approval or Preliminary Approval Order.** “Preliminary
21 Approval” or “Preliminary Approval Order” means the order preliminarily approving this
22 Settlement, which shall, among other things, provisionally certify the Settlement Class for
23 purposes of this Settlement only; determine that Plaintiff adequately represents the Settlement
24 Class and shall be its class representative; appoint Class Counsel as counsel for the Settlement
25 Class; approve ILYM Group, Inc. as the Settlement Administrator; approve the content and
26 distribution of the Class Notice to the Class Members; set the Notice Response Deadline, Request
27 for Exclusion Deadline, and the deadline for objecting to the Settlement; and set the date for the
28 Fairness Hearing, all as contemplated in Section 4.1, below.

1 2.44 **Preliminary Approval Date.** “Preliminary Approval Date” means the date upon
2 which the Court enters the Preliminary Approval Order.

3 2.45 **Released Class Claims Per CMO #1 Sec. G(3)(e)(ii) and (iii).** “Released Class
4 Claims” means pursuant to the Court’s Case Management Order #1 Sec. G(3)(e)(ii) and (iii), the
5 Class Claims alleged in the Complaints, as well as liability for those claims that arose during the
6 Class Period. Notwithstanding the foregoing, the Released Class Claims are intended to be no
7 broader than as permitted by the Court’s Case Management Order #1 Sec. G(3)(e)(ii) and (iii).

8 2.46 **Released PAGA Claims Per CMO #1 Sec. G(3)(e)(iv).** “Released PAGA
9 Claims” means all claims for statutory penalties that could have been sought by the Labor
10 Commissioner for the violations identified in Plaintiff’s PAGA Notices to the LWDA arising
11 before or on the end date of the PAGA Period. Plaintiff does not release any PAGA Aggrieved
12 Employee’s claim for wages or damages. Notwithstanding the foregoing, the Released PAGA
13 Claims are intended to be no broader than as permitted by the Court’s Case Management Order
14 #1 Sec. G(3)(e)(iv).

15 2.47 **Released Parties Per CMO #1 Sec. G(3)(e)(i).** “Released Parties” means
16 Defendant; the Individual Defendants; and each of their respective officers, directors, employees,
17 and agents. Notwithstanding the foregoing, the Released Parties are intended to be no broader
18 than as permitted by the Court’s Case Management Order #1 Sec. G(3)(e)(i).

19 2.48 **Request for Exclusion.** “Request for Exclusion” means a request to be excluded
20 from the Settlement, which must be made in writing in conformity with the requirements set forth
21 in the Class Notice, as well as the Court’s Preliminary Approval Order, and mailed to the
22 Settlement Administrator and postmarked on or before the Request for Exclusion Deadline.
23 Exclusion may be requested from the settlement of Class Claims but not the settlement of PAGA
24 Claims.

25 2.49 **Request for Exclusion Deadline.** “Request for Exclusion Deadline” means thirty
26 (30) calendar days from the date of initial mailing of the Class Notice, or such other date set by
27 the Court in the Preliminary Approval Order for submitting a Request for Exclusion to the
28 Settlement Administrator.

1 2.50 **Request for Exclusion Form.** “Request for Exclusion Form” means the Request
2 for Exclusion Form appended to the Class Notice.

3 2.51 **Settlement Administration Costs.** “Settlement Administration Costs” means the
4 amount approved by the Court to be paid for the services of the Settlement Administrator to
5 perform the Settlement Administrator duties, as specified in Section 4.2.2, below, estimated not to
6 exceed Ten Thousand Six Hundred Fifty Dollars (\$10,650.00).

7 2.52 **Settlement Administrator.** “Settlement Administrator” means ILYM Group, Inc.
8 or such professional, third-party administrator as may be approved by the Court, which shall be
9 responsible for administering the Settlement pursuant to the terms of the Agreement, the Class
10 Notice, the Preliminary Approval Order, and the Judgment. The Settlement Administrator shall
11 agree to confidentiality terms as may be required by Defendant regarding personnel, payroll, and
12 any other data provided to the Settlement Administrator and shall work with Class Counsel and
13 Defendant’s Counsel to implement and administer appropriate fraud-prevention policies. The
14 Settlement Administration Costs shall be paid out of the Gross Settlement Amount.

15 2.53 **Settlement.** “Settlement” means this Agreement and all actions taken pursuant to
16 and in furtherance of this Agreement.

17 2.54 **Settlement Class.** “Settlement Class” means Plaintiff and all Settlement Class
18 Members.

19 2.55 **Settlement Class Members.** “Settlement Class Members” means each Class
20 Member who does not submit a valid and timely Request for Exclusion.

21 2.56 **Settlement Fund.** “Settlement Fund” means the fund established and
22 administered by the Settlement Administrator for the purpose of receiving and disbursing
23 amounts to be paid to Settlement Class Members, PAGA Aggrieved Employees, the LWDA,
24 Plaintiff, Class Counsel, and the Settlement Administrator pursuant to this Agreement. The
25 Settlement Fund shall be funded by Defendant following the Effective Date in accordance with
26 Section 4.8.1, below.

27 2.57 **Withholdings and Taxes.** “Withholdings and Taxes” means all withholdings
28 from the Class Settlement Awards required by law plus all federal, state, and local employment

1 payroll taxes due in regard to the wages portion of Class Settlement Award, owed by a Settlement
2 Class Member. Withholdings and Taxes shall be deducted from the Net Settlement Sum.
3 Withholdings and Taxes do not include Employer-Side Payroll Taxes, defined in Section 2.18.

4 **2.58 Workweeks.** “Workweeks” means the number of workweeks during which a
5 Class Member was employed by Esri in California for at least one day. Workweeks as provided
6 in this Agreement shall be calculated according to Defendant’s records. Settlement Class
7 Members may dispute the number of Workweeks they had during the Settlement Period by
8 providing written documentation to the Settlement Administrator supporting their position on or
9 before the Notice Response Deadline in accordance with the Class Notice.

10 **3. SETTLEMENT TERMS**

11 **3.1 Stay of Proceedings.** Subject to Court approval, the Parties agree to the entry of a
12 formal stay of all proceedings in this Action, including with respect to California Code of Civil
13 Procedure section 583.310, except such proceedings as may be necessary to effectuate the
14 Settlement.

15 **3.2 Certification of the Settlement Class.** For purposes of Settlement and the
16 proceedings contemplated by this Agreement only, the Settlement Class shall be provisionally
17 certified and consist of Plaintiff and all Settlement Class Members.

18 **3.3 Decertification of the Settlement Class If Settlement Not Approved.**
19 Defendant does not consent to the certification of the Settlement Class or any settlement class for
20 any purpose other than to effectuate the Settlement of the Action. If, for any reason, the
21 Settlement does not become final, any certification of any Settlement Class will be vacated and
22 the Parties will be returned to their positions with respect to the Action as if the Agreement had
23 not been entered into. In the event that Final Approval is not achieved: (a) any Court order
24 preliminarily approving the certification of any class contemplated by this Agreement shall be
25 null, void, and vacated, and shall not be used or cited thereafter by any person or entity; (b) the
26 fact of the Settlement reflected in this Agreement, that Defendant did not oppose the certification
27 of the Settlement Class under this Agreement, or that the Court preliminarily approved the
28 certification of the Settlement Class, shall not be used or cited thereafter by any person or entity

1 in any manner whatsoever, including (without limitation) any contested proceeding relating to the
2 certification of any class; and (c) the Parties agree that they will be returned to their status quo
3 ante positions, with Defendant reserving all rights. In the event the terms and conditions of this
4 Agreement are substantially modified by the Court, Plaintiff and Defendant reserve the right to
5 declare this Agreement null and void, in their sole discretion, within fourteen (14) calendar days
6 after such modification; provided, however, the Party exercising this right shall be solely
7 responsible for the Settlement Administrator's expenses incurred through the date of that Party's
8 exercise, not to exceed the amount approved by the Court in the Preliminary Approval Order.

9 **3.4 Settlement Payment by Defendant.** In full settlement of the Released Class
10 Claims and Released PAGA Claims and following the Effective Date, Defendant shall deliver
11 \$2,800,000.00 to the Settlement Administrator and its 50% share of Employer-Side Payroll Taxes
12 for establishment of the Settlement Fund, in accordance with Section 4.8.1, below.

13 **3.5 Attorneys' Fees and Costs.** Defendant agrees not to oppose Plaintiff's
14 application for attorneys' fees up to 35% of the Gross Settlement Amount less Plaintiff's 50%
15 share of Employer-Side Payroll Taxes, plus actual costs and expenses incurred by Plaintiff not to
16 exceed Thirty Five Thousand Dollars (\$35,000.00) as supported by Class Counsel's declaration,
17 subject to the Court's approval. The Fee and Expense Award shall represent payment for all
18 claims for Class Counsel's attorneys' fees and costs, past and future, incurred in the Action, and
19 in no event shall Defendant be liable for any other attorneys' fees or costs for this Action other
20 than attorneys' fees for Defendant's own counsel. The Fee and Expense Award shall be paid
21 from the Gross Settlement Amount, and Defendant shall not otherwise be required to pay for any
22 portion of Class Counsel's attorneys' fees, costs, or expenses. The Fee and Expense Award shall
23 be paid to Class Counsel following the Effective Date, in accordance with Section 4.8.2, below.
24 An award by the Court of attorneys' fees or costs that is less than the amounts applied for will not
25 be grounds for Plaintiff or Class Counsel to challenge or withdraw from the Settlement, and any
26 amounts not awarded in costs or fees will be included in the Net Settlement Sum.

27 **3.6 Enhancement Payment.** In recognition of her effort and work in prosecuting the
28 Action on behalf of the Class Members and PAGA Aggrieved Employees and negotiating the

1 Settlement, Plaintiff shall receive compensation up to a maximum amount of Ten Thousand
2 Dollars (\$10,000.00). This Enhancement Payment is to be paid from the Gross Settlement
3 Amount and reported on IRS Form 1099-MISC. The Enhancement Payment is separate from and
4 in addition to the Class Settlement Award and PAGA Settlement Award to be paid to Plaintiff as
5 a Settlement Class Member and PAGA Aggrieved Employee. It will not be grounds for Plaintiff
6 or Class Counsel to challenge or withdraw from the Settlement if the Court denies Plaintiff's
7 application for the Enhancement Payment or awards a lesser amount than that for which Plaintiff
8 applies, and any amounts not awarded in the Enhancement Payment will be included in the Net
9 Settlement Sum.

10 **3.7 PAGA Settlement Amount.** Plaintiff shall seek approval from the Court for a
11 total payment of One Hundred Thousand Dollars and No Cents (\$100,000.00) for resolution of
12 the PAGA Claims. 75% of the PAGA Settlement Amount shall be paid to the LWDA, and 25%
13 of the PAGA Settlement Amount shall form the PAGA Fund to be paid to PAGA Aggrieved
14 Employees in accordance with the Plan of Allocation set forth in Section 4.5, below.

15 **4. CLASS SETTLEMENT PROCEDURES**

16 **4.1 Preliminary Approval.** As soon as practicable, Plaintiff shall move for
17 Preliminary Approval of the Settlement in the Action. Plaintiff's motion shall request the Court
18 to:

19 4.1.1 Preliminarily approve this Agreement as fair, reasonable, and adequate;

20 4.1.2 Preliminarily approve the form, manner, and content of the Class Notice,
21 Request for Exclusion Form, and Objection Form, attached as **Exhibit A**;

22 4.1.3 Set deadlines for the Settlement Administrator to provide the Class Notice,
23 and for Class Members to opt out of or object to the Settlement;

24 4.1.4 Set the date and time for the Fairness Hearing;

25 4.1.5 Provisionally certify the Settlement Class;

26 4.1.6 Stay all proceedings except for such proceedings as may be necessary to
27 effectuate the Settlement;
28

1 4.1.7 Appoint Plaintiff as class representative for the Settlement Class for
2 settlement purposes only;

3 4.1.8 Appoint Class Counsel as class counsel for settlement purposes only; and

4 4.1.9 Approve ILYM Group, Inc. as the Settlement Administrator.

5 Class Counsel shall draft the preliminary approval papers and give Defendant's Counsel a
6 draft of the papers to review at least three (3) court days before they are filed.

7 4.2 **Class Notice.** Subject to Court approval, the Parties agree that as soon as
8 practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall
9 provide notice to the Settlement Class pursuant to the following procedures:

10 4.2.1 **Class Data.** In preparation for mediation, Defendant's counsel provided to
11 Class Counsel anonymized Class Data for the entire Class through March 31, 2025. Defendant
12 requires time to bring the Class Data current from March 31, 2025 to the date of Preliminary
13 Approval and will work diligently and in good faith to provide the Class Data to the Settlement
14 Administrator when it is available, but in no event later than twenty-five (25) calendar days
15 following entry of the Preliminary Approval Order. Accordingly, within twenty-five calendar
16 (25) days following entry of the Preliminary Approval Order, Defendant will provide the
17 Settlement Administrator the following data with respect to each Class Member: (i) name, (ii) last
18 known residence address, (iii) Social Security number, (iv) dates of employment while employed
19 at any of Defendant's locations in California, (v) the number of Workweeks employed during the
20 Class Period, and (vi) the number of Pay Periods employed during the PAGA Period. Defendant
21 will provide this Class Data in spreadsheet format. The information Defendant provides to the
22 Settlement Administrator, along with any updated contact information identified by the
23 Settlement Administrator as set forth in Sections 4.2.2 and 4.2.3, below, shall be used solely to
24 administer the Class Notice and Plan of Allocation process described herein, shall remain
25 confidential, and shall not be disclosed to anyone, except pursuant to the express written
26 authorization of Defendant or the individual in question, by order of the Court, or to the extent
27 necessary to fulfill the Settlement Administrator's reporting obligations hereunder. No later than
28 three (3) Business Days after receipt of the Class Data, the Settlement Administrator will notify

1 Class Counsel that the Class Data has been received and state the number of Class Members,
2 PAGA Aggrieved Employees, Class Period Workweeks, and PAGA Pay Periods in the Class
3 Data.

4 **4.2.2 Settlement Administrator Duties.** The Settlement Administrator's duties
5 shall include, without limitation: (i) printing the Class Notice (including exhibits thereto) and
6 mailing it to the Class Members as directed by the Court; (ii) taking all steps reasonably
7 necessary to ensure Class Members timely receive the Class Notice; (iii) resolving any disputes
8 by Settlement Class Members and/or PAGA Aggrieved Employees regarding their number of
9 Workweeks and/or Pay Periods; (iv) taking receipt of and safeguarding the Gross Settlement
10 Amount and Employer-Side Payroll Taxes; (v) calculating and distributing Class Settlement
11 Awards, PAGA Settlement Awards, the portion of the PAGA Settlement Amount payable to the
12 LWDA, the Enhancement Payment, and the Fee and Expense Award, provided such amounts are
13 approved by the Court; (vi) calculating Employer-Side Payroll Taxes in accordance with Section
14 4.6.1; (vii) calculating and remitting all Withholdings and Taxes; (viii) issuing IRS Forms W-2
15 and 1099-MISC, as applicable; and (ix) filing such other reports with the taxing authorities as
16 required by law, together with such other tasks as the Parties may mutually agree or the Court
17 may order the Settlement Administrator to perform. The Settlement Administrator shall take all
18 reasonable steps to ensure that: (a) the highest percentage of Class Members receive the Class
19 Notice; (b) Class Members who wish to participate in the Settlement are permitted to do so
20 consistent with this Agreement; and (c) the Settlement Administrator has the most current and
21 accurate addresses for Class Members, including but not limited to performing an initial National
22 Change of Address database search on all Class Members who are former employees. In
23 addition, the Settlement Administrator shall perform a standard search, also known as "batch,"
24 "skip trace," or "credit header" searches, on all addresses returned as undeliverable. The
25 Settlement Administrator shall immediately re-mail the Class Notice to all updated addresses
26 obtained through its efforts to locate the most current and accurate addresses for Class Members.
27 The Settlement Administrator shall also provide toll-free telephone support to Class Members;
28 maintain appropriate databases to fulfill its duties; receive, control, and account for all returned

1 Class Notices, disputes, requests for exclusion/opt-outs, and objections; and prepare and deliver
2 reports to Class Counsel and Defendant's Counsel on a weekly basis that communicate the status
3 of the notice process, including the number of Class Notices mailed, returned, searched, and re-
4 mailed as well as disputes, requests for exclusion, and objections. In addition to the duties
5 identified above, the Settlement Administrator shall prepare final declarations, reports, and
6 invoices that accurately describe the notice process, the level of participation, and actions taken to
7 ensure the best possible notice of the Settlement was provided to Class Members.

8 **4.2.3 Mailing of Class Notice to Class Members.** Using best efforts to perform
9 as soon as possible, and in no event later than five (5) Business Days after receiving the Class
10 Data under Section 4.2.1, above, the Settlement Administrator shall mail the Class Notice to all
11 Class Members. The Settlement Administrator shall send a copy of the Class Notice in the form
12 approved by the Court in its Preliminary Approval Order to Class Members, via first class United
13 States mail, using the most current mailing address. Any Class Notices returned to the Settlement
14 Administrator with a forwarding address shall be immediately re-mailed by the Settlement
15 Administrator. The Settlement Administrator shall conduct one address search for any Class
16 Member's Class Notice that is returned without a forwarding address and shall, upon obtaining a
17 new or different address, immediately re-mail the Class Member's Class Notice.

18 **4.3 Requests for Exclusion/Opt Outs.** Class Members who wish to be excluded
19 from or opt out of the Settlement must sign the Request for Exclusion Form and mail it to the
20 Settlement Administrator, postmarked on or before the Request for Exclusion Deadline.

21 **4.3.1 Personal Signatures.** The Request for Exclusion must be personally
22 signed by the Class Member who seeks to opt out. No Class Member may opt out by having a
23 request to opt out submitted by an actual or purported agent or attorney acting on behalf of the
24 Class Member. No opt out request may be made on behalf of a group of Class Members.

25 **4.3.2 Timeliness.** For purposes of determining timeliness, Requests for
26 Exclusion shall be deemed to have been submitted on the date postmarked by the U.S. Postal
27 Service or other delivery service. The Settlement Administrator shall stamp the date received on
28 the original of any Request for Exclusion it receives. Not later than seven (7) calendar days after

1 the Request for Exclusion Deadline set by the Court, the Settlement Administrator will inform
2 Class Counsel and Defendant's Counsel of the total number of Class Members who timely
3 submitted valid Requests for Exclusion and shall serve copies of all date-stamped Requests for
4 Exclusion on Class Counsel and Defendant's Counsel as well as a declaration describing the
5 Class Notice procedures. The Settlement Administrator shall retain the originals of all Requests
6 for Exclusion in its files. Counsel for the Parties shall not use or disclose the information thus
7 received for any purpose other than the effectuation of the Settlement.

8 **4.3.3 Effect of Exclusion/Opt-Out.** Class Members who are excluded from or
9 opt out of the Settlement cannot object to the Settlement. Only Settlement Class Members (i.e.,
10 those Class Members who have not excluded themselves from or opted out of the Settlement)
11 may object to the Settlement, in accordance with Section 4.4 of this Agreement.

12 **4.3.4 Non-Opt Outs Bound by Settlement.** Each Class Member who does not
13 submit a Request for Exclusion substantially in compliance with this Section 4.3 within the
14 deadline set by the Court shall be included in the Settlement as a Settlement Class Member and be
15 bound by the terms of this Agreement and any Court order approving the terms of the Settlement,
16 unless the Court deems such Class Member excluded at the time of the final Fairness Hearing.

17 **4.3.5 Resolution of Disputes.** In the event of any issue over the completeness,
18 accuracy, timeliness, or validity of a Request for Exclusion, the Parties shall meet and confer in
19 good faith for the purpose of resolving the issue and, if the issue cannot be resolved, shall submit
20 the dispute to the Settlement Administrator for a final and binding determination that shall not be
21 appealable.

22 **4.3.6 Defendant's Right to Rescind.** If more than five percent (5%) of the
23 Class Members opt out of the Settlement, then Defendant shall have the option, in its sole
24 discretion, to rescind this Agreement, in which case all of Defendant's obligations under this
25 Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If
26 Defendant exercises this option, it shall provide Plaintiff with written notice of its election within
27 fifteen (15) calendar days of the Settlement Administrator informing Class Counsel and
28 Defendant's Counsel of the total number of Class Members who timely submitted valid Requests

1 for Exclusion in accordance with Section 4.3.2, with a copy to the Settlement Administrator, at
2 which point the Parties shall return to their respective positions that existed before the execution
3 of this Agreement, and no term of this Agreement or any draft thereof, or the negotiation,
4 documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect
5 or be admissible as evidence for any purpose in the Action, or in any other proceeding.
6 Notwithstanding the foregoing, the Parties agree that in the event this Agreement is rescinded by
7 Defendant pursuant to this Section, Defendant shall pay the expenses incurred by the Settlement
8 Administrator through the date of Defendant's election to rescind, not to exceed the amount
9 approved by the Court in the Preliminary Approval Order.

10 **4.3.7 No Right to Exclusion by PAGA Aggrieved Employees.** Because this
11 Settlement resolves claims brought pursuant to PAGA by Plaintiff acting as proxy and as Private
12 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
13 PAGA Aggrieved Employee has the right to exclude himself or herself from the Settlement of the
14 PAGA Claims. PAGA Aggrieved Employees shall be bound by the terms of the Settlement of
15 the PAGA Claims, upon its approval by the Court, regardless of whether he or she requested
16 exclusion as a Class Member, and thus is not a Settlement Class Member, and regardless of
17 whether he or she cashes the PAGA Settlement Award issued to him or her.

18 **4.4 Objections.** Only Settlement Class Members (i.e., those Class Members who
19 have not excluded themselves from the Settlement) may object to the Settlement.

20 **4.4.1 Manner of Objecting.** Class Members may submit an Objection Form to
21 the Settlement Administrator by mail. In the alternative, Class Members may appear in Court (or
22 hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
23 Class Member who elects to send a written objection to the Settlement Administrator must do so
24 not later than 30 days after the Settlement Administrator's mailing of the Class Notice (plus an
25 additional 15 days for Class Members whose Class Notice was re-mailed). Regardless of the
26 form, an objection alone will not satisfy the requirement that a Class Member must either make a
27 timely complaint in intervention before final judgment or by filing a motion to set aside and
28 vacate the class judgment under Code of Civil Procedure § 663 to have standing to appeal entry

1 of judgment approving this Agreement, as is required under the California Supreme Court
2 decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018). A Class Member who
3 does not object prior to or at the Final Approval Hearing, will be deemed to have waived any
4 objections and will be foreclosed from making any objections (whether at the Final Approval
5 Hearing, by appeal, or otherwise) to the Agreement. If the objecting Class Member does not
6 formally intervene in the action or move to set aside any judgment and/or the Court rejects the
7 Class Member's objection, the Class Member will still be bound by the terms of this Agreement.

8 **4.4.2 Response to Objections.** Class Counsel and Defendant's Counsel may, at
9 least five (5) calendar days (or some other number of days as the Court shall specify) before the
10 Final Approval Hearing, file responses to any written objections submitted to the Court. Class
11 Counsel and Defendant's Counsel shall work in good faith with one another to respond to any
12 written objection.

13 **4.4.3 No Right to Objections by PAGA Aggrieved Employees.** Because this
14 Settlement resolves claims brought pursuant to PAGA by Plaintiff acting as proxy and as Private
15 Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
16 PAGA Aggrieved Employee has the right to object to the Settlement of the PAGA Claims,
17 whether or not he or she has objected thereto as a Settlement Class Member.

18 **4.5 Plan of Allocation: Calculation of All Settlement Awards.** The Settlement
19 Administrator shall be responsible for determining the Employer-Side Payroll Taxes as provided
20 in Section 4.6.1 of this Agreement, the Allocations of the Net Settlement Sum to Settlement Class
21 Members and of the PAGA Fund to PAGA Aggrieved Employees and, thereby, for determining
22 the Class Settlement Awards and the PAGA Settlement Awards, all to be paid on a pro rata basis
23 as follows:

24 **4.5.1 Calculating Class Settlement Awards.** The Class Settlement Award for
25 each Settlement Class Member shall be his or her pro-rata share of the Net Settlement Sum
26 (including and subject to Withholdings and Taxes) calculated as follows: The Settlement
27 Administrator shall first calculate the sum total number of Workweeks for all Settlement Class
28 Members. The Settlement Administrator shall then divide the Net Settlement Sum by the sum

1 total number of Workweeks, resulting in a per Workweek value to be used in calculating Class
2 Settlement Awards for the Settlement Class Members. The Settlement Administrator shall then
3 take this per Workweek value and multiply it by the number of Workweeks for each Settlement
4 Class Member, resulting in the Class Settlement Award plus Withholdings and Taxes for each
5 Settlement Class Member.

6 **4.5.2 Class Settlement Awards Payable Only to Settlement Class Members.**

7 The Settlement Administrator shall pay Class Settlement Awards from the Net Settlement Sum
8 and shall pay only those Class Settlement Awards payable to Settlement Class Members.

9 **4.5.3 PAGA Aggrieved Employees.** The PAGA Settlement Award for each
10 PAGA Aggrieved Employee shall be his or her pro-rata share of the PAGA Fund, calculated as
11 follows: The Settlement Administrator shall first calculate the sum total number of Pay Periods
12 for all PAGA Aggrieved Employees. The Settlement Administrator shall then divide the PAGA
13 Fund by the sum total number of Pay Periods for all PAGA Aggrieved Employees, resulting in a
14 per Pay Period value to be used in calculating PAGA Settlement Awards. The Settlement
15 Administrator shall then take this per Pay Period value and multiply it by the number of Pay
16 Periods for each of the PAGA Aggrieved Employees, resulting in the PAGA Settlement Award
17 for each PAGA Aggrieved Employee.

18 **4.5.4 Payment of Settlement Awards.** At its discretion, the Settlement
19 Administrator may combine the Class Settlement Award and PAGA Settlement Award to be
20 issued to an individual who is both a Settlement Class Member and a PAGA Aggrieved
21 Employee. The Parties understand and acknowledge that a given person may be both a
22 Settlement Class Member and a PAGA Aggrieved Employee or may be a PAGA Aggrieved
23 Employee but not a Settlement Class Member, and vice versa.

24 **4.5.5 Using Class Information List to Determine Settlement Awards.** In
25 order to determine the individual Class Settlement Awards and PAGA Settlement Awards, the
26 Settlement Administrator shall use the Class Data provided by Defendant pursuant to
27 Section 4.2.1, above. In the event that any dispute arises with respect to a Settlement Award
28

1 amount, the Settlement Administrator shall make the final determination after consultation with
2 Class Counsel and Defendant's Counsel.

3 **4.6 Taxes.**

4 **4.6.1 Employer-Side Payroll Taxes.** The Parties agree that Defendant will pay
5 \$2,800,000.00 as a Gross Settlement Amount, as described in Section 2.24, to among other things
6 settle the Released Class Claims and the Released PAGA Claims. The Parties agree that the
7 Class Settlement Awards shall be allocated 40% to wages subject to Withholdings and Taxes and
8 60% to interest, penalties, and non-wage damages. The Parties shall each bear 50% of any
9 Employer-Side Payroll Taxes apportioned to the 40% wage portion of the Class Settlement
10 Awards. Defendant shall be responsible for paying its 50% of the Employer-Side Payroll Taxes
11 to the Settlement Administrator in addition to the Gross Settlement Amount. Plaintiff's 50%
12 share of the Employer-Side Payroll Taxes will be deducted from the Gross Settlement Amount
13 through reduction of the Fee and Expense Award. For example, if the total Class Settlement
14 Award is \$1,664,350.00, and the Employer-Side Payroll Taxes are estimated at 10% of the 40%
15 allocated to wages of the Class Settlement Award, then the total Employer-Side Payroll Taxes
16 would be \$66,574.00. Defendant would pay 50% of that amount (i.e., \$33,287.00) to the
17 Settlement Administrator in addition to the Gross Settlement Amount. Plaintiff's 50% share of
18 the Employer-Side Payroll Taxes (i.e., \$33,287.00) would be deducted from the Gross Settlement
19 Amount through reduction of the Fee and Expense Award. The Settlement Administrator will
20 inform the Parties in writing within ten (10) days after the Settlement Administrator has
21 determined the Employer-Side Payroll Taxes and total Class Settlement Award.

22 **4.6.2 Withholdings and Taxes.** The Parties agree that, for purposes of this
23 Settlement, the portion of the Class Settlement Award allocated to Settlement Class Members
24 shall be allocated 40% to wages subject to Withholdings and Taxes and 60% to interest, penalties,
25 and non-wage damages. The entirety of each PAGA Settlement Award shall be allocated as
26 penalties.

27 **4.6.3 Tax Reporting.** When reporting Class Settlement Awards and PAGA
28 Settlement Awards for tax purposes, the amount of each Class Settlement Award allocated to

1 wages under Section 4.6.2 shall be reported by the Settlement Administrator on IRS Form W-2 as
2 wages, and the remainder of any Class Settlement Award, together with any PAGA Settlement
3 Award, shall be reported by the Settlement Administrator on IRS Form 1099-MISC as interest,
4 penalties, and non-wage damages.

5 **4.6.4 Settlement Class Member and PAGA Group Member Obligations.**

6 Each Settlement Class Member and/or PAGA Aggrieved Employee receiving a Class Settlement
7 Award and/or PAGA Settlement Award shall be responsible for paying applicable federal, state,
8 and local income taxes, if any, on all amounts such person receives pursuant to this Agreement,
9 and Defendant shall have no liability therefor.

10 **4.6.5 Settlement Administrator Responsibilities Regarding Taxes.** It shall be
11 the responsibility of the Settlement Administrator or its designee to timely and properly withhold
12 all applicable Withholdings and Taxes from Class Settlement Awards and to prepare and deliver
13 the necessary tax documentation for signature by all necessary parties and, thereafter, to pay
14 Withholdings and Taxes to the appropriate authorities, and to file all necessary information and
15 other tax returns. Payments to Settlement Class Members, PAGA Aggrieved Employees,
16 Plaintiff, and Class Counsel pursuant to this Agreement shall be reported on IRS Forms W-2
17 and/or 1099-MISC, as applicable, and shall be provided to the respective Settlement Class
18 Members, PAGA Aggrieved Employees, Plaintiff, Class Counsel, and all applicable
19 governmental entities as required by law. All Withholdings and Taxes deposited with the
20 applicable government entities in accordance with this Agreement shall be part of, and paid out
21 of, the Class Settlement Award of each Settlement Class Member.

22 **4.6.6 Tax Expenses Resulting from Settlement Administration.** All
23 reasonable and direct expenses and costs incurred by or at the direction of the Settlement
24 Administrator in connection with the administration of the Settlement (including, without
25 limitation, expenses of tax attorneys and/or accountants incurred in providing advice to the
26 Settlement Administrator, and mailing and distribution costs and expenses relating to the filing, or
27 failure to file, the informational and other tax returns described above) shall be considered a cost
28

1 of administration of the Settlement and shall be part of the Settlement Administration Costs, to be
2 paid out of the Gross Settlement Amount.

3 **4.6.7 No Claims.** No person shall have any claim against Defendant, Counsel
4 for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator
5 based on mailings, distributions, and payments made in accordance with or pursuant to this
6 Agreement.

7 **4.7 Final Approval and Entry of Judgment in the Action.** Following the Request
8 for Exclusion Deadline and before the Fairness Hearing, on or before the date set by the Court,
9 Plaintiff shall move for Final Approval of the Settlement in the Action. Class Counsel shall draft
10 the final approval papers and give Defendant's Counsel a draft of the papers to review at least
11 three (3) court days before they are filed.

12 **4.8 Distribution of Settlement Payments.** After the Effective Date, the Class
13 Settlement Awards and PAGA Settlement Awards shall be distributed to Settlement Class
14 Members and PAGA Aggrieved Employees in accordance with the procedures set forth below:

15 **4.8.1 Remittance of Gross Settlement Amount and Defendant's Share of the**
16 **Employer-Side Payroll Taxes.** Within five (5) Business Days from the Effective Date,
17 Defendant will remit \$2,800,000.00, and the additional monies to fund Defendant's 50% share of
18 the Employer-Side Payroll Taxes pursuant to Section 4.6.1, to the Settlement Administrator for
19 the establishment of the Settlement Fund.

20 **4.8.2 Delivery of Payments.** Within seven (7) calendar days from Defendant's
21 remittance to the Settlement Administrator of the amount in Section 4.8.1, the Settlement
22 Administrator shall establish the Settlement Fund and distribute (a) the Fee and Expense Award
23 to Class Counsel, (b) the Class Settlement Award and PAGA Settlement Award checks to
24 Settlement Class Members and PAGA Aggrieved Employees; (c) the portion of the PAGA
25 Settlement Amount payable to the LWDA; (d) the Enhancement Payment to Plaintiff; (e) the
26 Withholdings and Taxes arising from the Class Settlement Awards to the appropriate government
27 entities; and (f) the Settlement Administration Costs to itself. Also within seven (7) calendar days
28 from Defendant's remittance of the amount in Section 4.8.1, the Settlement Administrator shall

1 provide Class Counsel and Defendant's Counsel an anonymized written report listing each
2 Settlement Class Member and PAGA Aggrieved Employee and the amount of the Class
3 Settlement Award and PAGA Settlement Award to be paid to each such person. Class Counsel
4 shall hold the information contained in this report in strictest confidence and not use or disclose it
5 for any purpose, except on the written authorization of Defendant or by order of the Court. No
6 payments shall be made or distributed before the Effective Date. Additionally, by no later than
7 the date set by the Court in its Final Approval order, the Settlement Administrator shall file a
8 report with the Court setting forth (1) the total amount of money paid to the Settlement Class
9 Members as Class Settlement Awards, (2) the total amount of money paid to PAGA Aggrieved
10 Employees as PAGA Settlement Awards, (3) the portion of the PAGA Settlement Amount paid to
11 the LWDA, (4) the Fee and Expense Award paid to Class Counsel, and (5) the total amount of
12 uncashed funds to be reallocated and redistributed by the Settlement Administrator to Settlement
13 Class Members and/or PAGA Aggrieved Employees who cashed their Settlement checks through
14 a second distribution using the same allocation as the first distribution.

15 **4.8.3 Negotiation of Settlement Checks Per CMO #1 Sec. G(3)(c)(i).** Any
16 checks tendered to Settlement Class Members and PAGA Aggrieved Employees shall remain
17 valid and negotiable for one hundred and eighty (180) calendar days from the date of their
18 issuance and shall thereafter be automatically cancelled if not cashed by the Settlement Class
19 Member and/or PAGA Aggrieved Employee within that time, after which the Settlement Class
20 Member's and/or PAGA Aggrieved Employee's right to participate in the Settlement shall be
21 extinguished, although the individual shall remain a Settlement Class Member and/or PAGA
22 Aggrieved Employee bound by the Judgment entered in the Action. After one hundred and
23 eighty (180) calendar days, any amounts from uncashed checks will then be reallocated and
24 redistributed by the Settlement Administrator to Settlement Class Members and/or PAGA
25 Aggrieved Employees who cashed their Settlement checks through a second distribution using the
26 same allocation as the first distribution, in accordance with CMO #1 Sec. G(3)(c)(i).
27 Administration of the Settlement shall be completed no later than two hundred and seventy (270)
28 calendar days from the Effective Date.

1 4.8.4 **Non-Reversionary Settlement.** No portion of the Gross Settlement
2 Amount will revert to Defendant.

3 4.8.5 **Discharge of Obligations.** Defendant shall fully discharge its obligations
4 to Plaintiff, the Settlement Class Members, the PAGA Aggrieved Employees, and the State of
5 California through the remittance to the Settlement Administrator of the amount in Section 4.8.1,
6 regardless of whether checks representing individual Class Settlement Awards and/or PAGA
7 Settlement Awards are actually received and/or negotiated by the payee. Once Defendant has
8 complied with its obligations set forth in Sections 4.6.1 and 4.8.1, above, it will be deemed to
9 have satisfied all terms and conditions under this Agreement, shall be entitled to all protections
10 afforded to them under this Agreement, and shall have no further obligations under the terms of
11 the Agreement, regardless of what occurs with respect to the further administration of the
12 Settlement. Without prejudice to any other remedies, Class Counsel, Plaintiff, and the Settlement
13 Administrator shall hold Defendant harmless from and against all liabilities, claims, causes of
14 action, costs, and expenses (including legal fees and expenses) arising out of any failure to timely
15 or properly compensate Class Members and PAGA Aggrieved Employees as provided for in this
16 Agreement.

17 4.9 **Questions and Disputes.** In the event that questions or disputes arise regarding
18 the entitlement of any Class Member or PAGA Aggrieved Employee under this Agreement,
19 counsel for each Party shall cooperate to provide to counsel for the other Party and the Settlement
20 Administrator all available information reasonably necessary to resolve them. Such information
21 shall be provided in either electronic form or hard copy, as the Settlement Administrator may
22 reasonably request. If the Parties cannot resolve any dispute concerning the entitlement of any
23 Class Member or PAGA Aggrieved Employee under this Agreement, the dispute(s) shall be
24 submitted to the Settlement Administrator, who shall resolve the dispute(s) and whose decision
25 shall be final and binding. In such a dispute, the information provided by Defendant will be
26 presumed accurate.

27 4.10 **Notification and Certification by Settlement Administrator.** The Settlement
28 Administrator shall keep Class Counsel and Defendant's Counsel apprised of the status of the

1 claims administration process and its distribution of all sums pursuant to this Agreement. Upon
2 completion of administration of the Settlement, the Settlement Administrator shall provide a
3 detailed, written certification of such completion to the Court and counsel for the Parties.

4 **4.11 Nullification of Settlement Agreement if Settlement Not Approved.** In the
5 event: (a) the Court does not preliminarily approve the Settlement as provided herein; (b) the
6 Court does not finally approve the Settlement as provided herein or in the event said approval is
7 reversed on appeal; (c) the Court does not enter the Judgment in the action as provided herein; or
8 (d) the Settlement does not become final for any other reason, including the exercise of
9 Defendant's right to rescind the Settlement under Section 4.3.6, above, this Agreement shall be
10 null and void *ab initio* (with the exception of this Section, Section 3.3, and Section 4.3.6) and any
11 order or Judgment entered by the Court in furtherance of this Settlement shall be treated as
12 withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to
13 their respective statuses as of April 22, 2025. In the event an appeal is filed from the Judgment,
14 or any other appellate review is sought before the Effective Date, administration of the Settlement
15 shall be stayed pending final resolution of the appeal or other appellate review.

16 **4.12 Escalator Clause.** Defendant represented in connection with the negotiation of
17 this settlement that Class Members worked an estimated 91,791 Workweeks during the period of
18 March 28, 2020 to March 31, 2025. The Parties estimate the Workweeks from March 28, 2020
19 through June 30, 2025, to be approximately 98,154. The Parties agree a Class Period Workweek
20 is valued at 28.52 (i.e., \$2,800,000/98,154). The Parties agree that if the actual number of
21 Workweeks during the Class Period exceeds 98,154 Workweeks by more than 15% (or 112,877
22 Workweeks [98,154 Workweeks + 14,723 Workweeks]) the Gross Settlement Amount shall be
23 increased by the value of Workweeks above the 15% (or 112,877 Workweeks) threshold. For
24 example, if the actual number of Workweeks during the Class Period exceeds 112,877 by 1,000
25 Workweeks, the Gross Settlement Amount shall increase by \$28,520. Alternatively, at
26 Defendant's sole discretion and in lieu of increasing the Gross Settlement Amount, if the actual
27 number of Workweeks in the Class Period exceeds 112,877 Workweeks, the end date of the Class
28 Period shall be set as one day before the date on which the number of Class Period Workweeks

1 exceeds 112,877, unless Defendant elects to retain the later end date by exercising the option to
2 have the Gross Settlement Amount proportionally increased for each Class Workweek that
3 exceeds 112,877 Workweeks.

4 **5. ENTRY OF JUDGMENT AND RELEASES**

5 **5.1 Obtaining Approval.** As soon as practicable after execution of this Agreement,
6 Class Counsel shall, with the cooperation of Counsel for Defendant as reasonably requested by
7 Class Counsel, take all necessary steps to secure Preliminary Approval and Final Approval of the
8 Agreement by the Court, including responding to any objectors, intervenors, or other persons or
9 entities seeking to preclude approval of this Agreement.

10 **5.2 Entry of Judgment.** The Final Judgment and Order Approving Settlement in the
11 Action shall include a provision for entry of judgment in accordance with this Agreement, with
12 each Party to bear all of his, her, or its own costs and attorneys' fees, except as expressly set forth
13 herein.

14 **5.3 Notification to the LWDA.** Plaintiff shall submit to the LWDA a copy of the
15 Judgment within ten (10) days after its entry, in accordance with Labor Code section 2699,
16 subdivision (s)(3).

17 **5.4 Settlement Class Release.** Upon the Effective Date, all Settlement Class
18 Members, on behalf of themselves and their respective former and present representatives, agents,
19 attorneys, heirs, administrators, successors, and assigns, shall be deemed to have, and by
20 operation of the Judgment shall have, expressly released the Released Parties from the Released
21 Class Claims. Settlement Class Members' release, waiver, and relinquishment of the Released
22 Class Claims shall preclude them from participating in any judgment or settlement of claims that
23 are the subject of the Released Class Claims in any other class, collective, or representative
24 action.

25 **5.5 PAGA Release Per CMO #1 Sec. G(3)(e)(iv).** Upon the Effective Date, subject
26 to and as provided in CMO #1 Sec. G(3)(e)(iv), Plaintiff releases the Released PAGA Claims.

27 **5.6 Plaintiff's General Release.** In addition to her release of the Released Parties
28 from the Released Class Claims and the Released PAGA Claims as set forth in Sections 5.4 and

1 5.5, above, Plaintiff has entered into a separate confidential settlement agreement regarding her
2 general waiver and the Individual Claims, including a general release of claims under Civil Code
3 section 1542.

4 **5.7 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.**

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

14 **6. ADDITIONAL PROVISIONS**

15 **6.1 No Admission of Liability.** Defendant contends that all of its employment
16 practices comply and have complied with all applicable laws and regulations, and that Defendant
17 has not engaged in any unlawful conduct, whether willful or not, and whether knowing and
18 intentional or not, with respect to anything alleged in the Action. Defendant denies any
19 wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action and
20 contends that all of Plaintiff's claims lack merit and Defendant has valid defenses to each of
21 them. This Agreement reflects the compromise and settlement of disputed claims between the
22 Parties, and its provisions and any and all drafts, communications, or discussions relating thereto
23 do not constitute, are not intended to constitute, and will not under any circumstances be deemed
24 to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the
25 allegations or claims in the Action, nor a waiver of any defense. The Settlement, this Agreement
26 and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
27 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
28 this Agreement).

1 **6.2 Parties Represented by Counsel.** The Parties hereby acknowledge that they have
2 been represented in negotiations for and in the preparation of this Agreement by independent
3 counsel of their own choosing, they have read this Agreement and have had it fully explained to
4 them by such counsel, and they are fully aware of the contents of this Agreement and of its legal
5 effect.

6 **6.3 Voluntary Agreement.** This Agreement is executed voluntarily and without
7 duress or undue influence on the part of or on behalf of any Party, or of any other person, firm, or
8 entity. Each Party has made such investigation of the facts pertaining to this Agreement and of
9 all other matters pertaining hereto as he, she, or it deems necessary.

10 **6.4 Notices.** The Parties, Class Counsel, and Defendant acknowledge and agree that
11 for the purposes of any claims, actions, or proceedings arising out of this Agreement, notice
12 provided to Class Counsel shall be deemed notice to Plaintiff and to Class Members. All notices,
13 requests, demands, and other communications required to be given to counsel for the Parties
14 under this Agreement shall be in writing and shall be delivered personally, faxed, emailed or
15 mailed, postage prepaid, by first class United States mail, addressed as follows:

16 To Class Members or to Plaintiff:

17 ALANNA M. BLALOCK (alanna@mydesertlaw.com)
18 DANIELLE E. DYE (danielle@mydesertlaw.com)
19 BLALOCK DYE LAW, LLP
20 78370 Highway 111, Suite 200
21 La Quinta, CA 92253
22 Telephone.: 760.848.8488
23 Facsimile: 760.560.1999

24 CHRISTOPHER W. HELLMICH (chellmich@hellmichlaw.com)
25 HELLMICH LAW GROUP, PC
26 40101 Monterey Ave., B1, #419
27 Rancho Mirage, CA 92270
28 Telephone: 949.287.5708

To Defendant:

 ANDREW R. TURNBULL (ATurnbull@mofo.com)
 MORRISON & FOERSTER LLP
 2100 L Street NW, Suite 900
 Washington, DC 20037
 Telephone: 202.887.1500

Facsimile: 202.887.0763

ALEXANDRA P. BARLOW (ABarlow@mofo.com)
MORRISON & FOERSTER LLP
12531 High Bluff Drive, Suite 200
San Diego, California 92130-2040
Telephone: 858.720.5100
Facsimile: 858.720.5125

6.5 No Press Releases/Public Comment. Absent each other's express consent, the Parties and/or their counsel shall not: (a) discuss, reveal, disclose, publicize, and/or promote the terms of this Settlement, nor negotiations leading to the Settlement, to any third party (including but not limited to the media, the legal community, and/or the public at large); and/or (b) issue any press release and/or initiate any contact with the media regarding the Settlement, and/or otherwise advertise and/or publicize the Settlement. Nothing in this Settlement is intended to prevent Defendant from communicating with its current employees or the Parties and/or their counsel from disclosing and/or discussing the terms of the Settlement with the Court, with any Class Member, with the Settlement Administrator, with the Parties' counsel, financial advisors, and insurers, as otherwise required to fulfill the Parties' and/or their counsel's obligations to effectuate the Settlement, as otherwise required by law, and/or in court filings in other cases by the Parties' counsel in connection with a class action approval process, class certification, and/or class-wide settlement approval.

6.6 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. 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.

6.7 Authorization. The Parties hereto represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the Party on whose behalf he, she, or it has executed this Agreement.

1 **6.8 Agreement Binding on Successors in Interest.** This Agreement shall be binding
2 on and inure to the benefit of the respective successors, assigns, heirs, and personal
3 representatives of the Parties.

4 **6.9 Time Periods.** The time periods and dates set forth in this Agreement with respect
5 to the giving of notices and hearings are subject to approval and modification by the Court or the
6 written agreement of counsel for the Parties.

7 **6.10 Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to
8 accomplish the terms of this Agreement, including but not limited to execution and delivery of
9 any and all additional papers, documents, and other assurances and taking such other action that
10 may be reasonably necessary to implement the terms of this Agreement. The Parties and their
11 counsel shall use their best efforts, including all efforts contemplated by this Agreement and any
12 other efforts that may become necessary by order of the Court, to effectuate this Agreement and
13 the terms set forth herein. The Court's decision to award less than the amounts requested for the
14 Enhancement Payment, Fee and Expense Award, and/or Settlement Administration Costs shall
15 not constitute a material modification to the Agreement within the meaning of this paragraph.

16 **6.11 Use and Return of Information Regarding Class Members.** Information
17 provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of
18 information regarding class members provided to Class Counsel by Defendant or Defendant's
19 Counsel in connection with the mediation, other settlement negotiations, or in connection with the
20 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
21 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
22 later than 90 days after the date when the Court discharges the Settlement Administrator's
23 obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff
24 shall destroy, all paper and electronic versions of information regarding class members provided
25 to Class Counsel by Defendant or Defendant's Counsel unless, prior to the Court's discharge of
26 the Administrator's obligation, Defendant or Defendant's Counsel makes a written request to
27 Class Counsel for the return, rather than the destructions, of such information.
28

1 6.12 **Entire Agreement.** The Exhibits to this Agreement are integral parts of this
2 Agreement and are hereby incorporated and made a part of the Agreement. This Agreement, the
3 Exhibits, and the settlement agreement with Plaintiff for her Individual Claims contain the entire
4 agreement between the Parties and constitutes the complete, final, and exclusive embodiment of
5 their agreement with respect to the subject matter hereof. This Agreement is executed without
6 reliance upon any promise, representation, or warranty by any Party or representative of any
7 Party, other than those expressly set forth herein. Any inconsistency between this Agreement and
8 the attached Exhibits will be resolved in favor of this Agreement.

9 6.13 **Headings.** The various headings used in this Agreement are solely for the
10 convenience of the Parties and shall not be used to interpret this Agreement.

11 6.14 **No Construction Against Drafter.** This Agreement shall be deemed to have been
12 drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter
13 shall not apply to this Agreement.

14 6.15 **Amendment and Modification.** Except as expressly provided in Section 6.9,
15 above, with respect to time periods and dates set forth herein, this Agreement may not be
16 amended, altered, or modified except in writing and signed by the Parties hereto, their successors
17 in interest, or their duly authorized representatives, and approved by the Court.

18 6.16 **Governing Law.** This Agreement is entered into in accordance with the laws of
19 the State of California and shall be governed by and interpreted in accordance with those laws.

20 6.17 **Jurisdiction of the Court.** Any dispute regarding the interpretation or validity or
21 otherwise arising out of this Agreement, or relating to the Action, the Released Class Claims, or
22 the Released PAGA Claims, shall be subject to the exclusive jurisdiction of the Court, and the
23 Plaintiff, Class Members, and Defendant agrees to submit to the personal and exclusive
24 jurisdiction of the Court for the purpose of resolving any such dispute. Following the Effective
25 Date, the Court shall retain jurisdiction solely with respect to the interpretation, implementation,
26 and enforcement of the terms of this Agreement and all orders and judgments entered in
27 connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for
28

purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

6.18 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

6.19 **Signatures.** Signatures by facsimile or in Portable Document Format (PDF), such as through DocuSign, shall have the same force and effect as original signatures.

6.20 **Execution Date and Execution in Counterparts.** This Agreement shall be deemed executed upon the last date of signature of all of the undersigned. The Parties may execute this Agreement in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument having the same force and effect as if all Parties had signed the same instrument.

[signature page follows]

1 IN WITNESS WHEREOF, the Parties hereto have so agreed.

2
3 Dated: 8/1/2025

LAURA PROVONSHA

4 DocuSigned by:

5 *Laura Provonska*

6 6433E491A670477...

On behalf of herself, the Settlement Class, the State
of California, and all PAGA Aggrieved Employees

7
8 Dated: 8/1/2025

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

9 Signed by:

10 *Chris Nowlin*

11 28205C341C534D5...

By:

12
13 APPROVED AS TO FORM:

14
15 Dated: 8/1/2025

BLALOCK DYE LAW, LLP
HELLMICH LAW GROUP, PC

16 DocuSigned by:

17 *Christopher Hellmich*

18 152D282081734E3...

By:

Christopher W. Hellmich

19 Attorneys for Plaintiff
LAURA PROVONSHA

20 Dated: 8/1/2025

MORRISON & FOERSTER LLP

21 Signed by:

22 *Andrew Turnbull*

23 9B78D4CC0C8C423...

By:

Andrew R. Turnbull

24 Attorneys for Defendant
ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Laura Provonsha v. Environmental Systems Research Institute, Inc., and Does 1-25,
Superior Court of the State of California, County of Riverside, Case No. CVRI2401687

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. IN CALIFORNIA AS A NON-EXEMPT, HOURLY EMPLOYEE AT ANY TIME BETWEEN MARCH 28, 2020 THROUGH << the date the Court grants preliminary approval >>, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action and representative Private Attorneys General Act of 2004 (“PAGA”) lawsuit entitled *Laura Provonsha v. Environmental Systems Research Institute, Inc., and Does 1-25*, Superior Court of the State of California, County of Riverside, Case No. CVRI2401687 (the “Action”) between Plaintiff Laura Provonsha (“Plaintiff”) and Defendant Environmental Systems Research Institute, Inc. (“Defendant”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Harold W. Hopp on <<FA Date and Time>> in Department 1 of the Riverside Superior Court, Historic Court House, 4050 Main Street, Riverside, CA 92501, to determine whether the Settlement is fair, adequate and reasonable. The court has only determined that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. A final determination on such issues will be made at the final approval hearing. As a Class Member, you are eligible to receive an individual Class Settlement Award under the Settlement and will be bound by the release of claims described in this Notice and the Class and PAGA Settlement Agreement and Release filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against the Released Parties for the Released Class Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS – DEADLINE TO EXCLUDE YOURSELF: <<RESPONSE DATE>>	You have the option to pursue separate legal action against the Defendant about the claims in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement by submitting a written Request for Exclusion. If you request to be excluded from the Settlement, you will not receive any payments under the Settlement. If this Settlement is approved by the Court and you are a PAGA Aggrieved Employee, you will receive your individual PAGA Settlement Award and release the Released PAGA Claims, even if you exclude yourself from the Settlement.

OBJECT TO THE SETTLEMENT – DEADLINE TO SUBMIT WRITTEN OBJECTIONS: << RESPONSE DATE >>	To object to the Settlement, you may mail a written explanation of why you don't like the Settlement to the Settlement Administrator, appear at the Final Approval Hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit a Request for Exclusion if you wish to object. <i>Written</i> objections must be submitted by << RESPONSE DATE >>.
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Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class:

all individuals who are or were employed by Defendant as non-exempt, hourly employees in California during the Class Period.

The "Class Period" is March 28, 2020 through [DATE – the date of preliminary Court approval of this Settlement or, if applicable, such earlier date as provided in section 4.12 of the Agreement] ("Settlement Class Members").

"PAGA Aggrieved Employees" are all individuals who are or were employed by Defendant as non-exempt, hourly employees in California during the PAGA Period (the "PAGA Period" is March 28, 2023 through [DATE – the date of preliminary Court approval of this Settlement or, if applicable, such earlier date as provided in section 4.12 of the Agreement]).

According to Environmental Systems Research Institute, Inc.'s records, you are a Settlement Class Member and/or a PAGA Aggrieved Employee.

What is this case about?

In the Action, Plaintiff Laura Provonsha alleged on behalf of herself and the Settlement Class Members that Defendant: (1) failed to pay wages plus interest; (2) failed to pay overtime and double time wages; (3) failed to provide duty free meal periods; (4) failed to provide duty free rest periods; (5) owes penalties for unpaid wages; (6) failed to timely pay all wages to terminated employees; (7) violated California's Unfair Competition Law, California Business and Professions Code section 17200, and the following; (8) violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004, Labor Code section 2699, and the following; (9) failed to provide one day's rest in seven days; and (10) failed to furnish accurate itemized wage statements and maintain accurate payroll records. Plaintiff seeks unpaid wages, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

"PAGA" refers to the Labor Code Private Attorneys General Act, which authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of the State of California for Labor Code violations. PAGA allows employees to assist the state in enforcing labor laws by suing their employers on behalf of the state for violations of the Labor Code to recover civil penalties. Civil penalties assessed and collected under PAGA help deter unlawful conduct and encourage compliance with labor protections. These civil penalties are separate from and in addition to other remedies, including damages, available for labor law violations through a separate non-PAGA lawsuit. The Action asserts PAGA and non-PAGA claims, and the Settlement applies to both types of claims.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly

compensated for wages and overtime that was due under California law; that Defendant provided all required meal and rest periods; that all wages were paid timely; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claims or that could be claimed in the Action; and that Defendant did not engage in unfair business practices. Defendant contends that its conduct is and has been lawful at all times relevant and that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

This proposed Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that this proposed Settlement is fair, adequate and reasonable. Plaintiff also believes this proposed Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Alanna Blalock and Danielle Dye
Blalock Dye Law, LLP 78370
Hwy. 111, Suite 200
La Quinta, CA 92253
Tel.: 760.848.8488
Fax: 760.560.1999

Defendant's Counsel

Andrew R. Turnbull
Morrison & Foerster LLP
2100 L Street NW, Suite 900
Washington, D.C. 20037
Telephone: (202) 887-1500
Facsimile: (202) 887-0763

Christopher W. Hellmich, Esq.
Hellmich Law Group, PC
40101 Monterey Ave. B1, #419
Rancho Mirage, CA 92270
Tel: (949) 287-5708

What are the proposed Settlement terms?

Subject to final Court approval, Defendant will pay up to \$2,800,000 (the "Gross Settlement Amount") for: (a) individual Class Settlement Awards to Settlement Class Members; (b) the Court-approved Enhancement Payment to Plaintiff (\$10,000 to be requested); (c) the Court-approved attorneys' fees and costs to Class Counsel (the "Fee and Expense Award"), comprised of attorneys' fees to be requested up to 35% of the Gross Settlement Amount, however, Class Counsel's fees will be reduced to fund Plaintiff's 50% share of the Employer-Side Payroll Taxes based on an allocation of the Class Settlement Awards being apportioned as 40% wages and 60% penalties and interest, and costs to be requested up to \$35,000; (d) payment to the Labor and Workforce Development Agency ("LWDA") for alleged PAGA penalties (\$75,000 of a total of \$100,000 allocated to PAGA penalties) (the "PAGA Settlement Amount"); and (e) payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$10,650) (the "Settlement Administration Costs"). In addition to the Gross Settlement Amount, Defendant shall be responsible for paying its 50% share of Employer-Side Payroll Taxes based on an allocation of the Class Settlement Awards being apportioned as 40% wages and 60% penalties and interest.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for the Fee and Expense Award, the Enhancement Payment to Plaintiff, the PAGA Settlement Amount,

and Settlement Administration Costs, there will be a Net Settlement Sum. From this Net Settlement Sum, the Settlement Administrator will distribute an individual Class Settlement Award, including and subject to Withholdings and Taxes, to each Class Member who does not request to be excluded from the Settlement (“Settlement Class Member”).

The Class Settlement Award for each Settlement Class Member shall be his or her proportional share of the Net Settlement Sum (including and subject to Withholdings and Taxes) calculated as follows: The Settlement Administrator shall first calculate the sum total number of Workweeks for all Settlement Class Members. The Settlement Administrator shall then divide the Net Settlement Sum by the sum total number of Workweeks, resulting in a per Workweek value to be used in calculating Class Settlement Awards for the Settlement Class Members. The Settlement Administrator shall then take this per Workweek value and multiply it by the number of Workweeks for each Settlement Class Member, resulting in the Class Settlement Award plus Withholdings and Taxes for each Settlement Class Member.

The Settlement Administrator will distribute a PAGA Settlement Award to each PAGA Aggrieved Employee, regardless of whether they request exclusion from the Settlement. From the PAGA Settlement Amount, \$25,000 will be set aside for payments to PAGA Aggrieved Employees.

The PAGA Settlement Award for each PAGA Aggrieved Employee shall be his or her proportional share of the PAGA Fund, calculated as follows: The Settlement Administrator shall first calculate the sum total number of Pay Periods for all PAGA Aggrieved Employees. The Settlement Administrator shall then divide the PAGA Fund by the sum total number of Pay Periods for all PAGA Aggrieved Employees, resulting in a per Pay Period value to be used in calculating PAGA Settlement Awards. The Settlement Administrator shall then take this per Pay Period value and multiply it by the number of Pay Periods for each of the PAGA Aggrieved Employees, resulting in the PAGA Settlement Award for each PAGA Aggrieved Employee.

If you will receive payments both as a Settlement Class Member and as a PAGA Aggrieved Employee, the Settlement Administrator will combine the payments, plus applicable Withholdings and Taxes on the wage portion of the individual Class Settlement Awards. Your estimated individual Class Settlement Award and your individual PAGA Settlement Award (if applicable) are listed below.

Defendant’s records reflect that you have << _____ >> Workweeks during the Class Period (March 28, 2020 through [DATE – the date of preliminary Court approval of this Settlement or, if applicable, such earlier date as provided in section 4.12 of the Agreement]).

Based on the calculations of payments to Class Members discussed above, your estimated Class Settlement Award from the Net Settlement Sum is << _____ >>.

Defendant’s records reflect that you have << _____ >> Pay Periods during the PAGA Period (March 28, 2023 through [DATE – the date of preliminary Court approval of this Settlement or, if applicable, such earlier date as provided in section 4.12 of the Agreement]).

Based on this information, your estimated PAGA Settlement Award is << _____ >>.

To the extent you dispute the number of Workweeks or Pay Periods, you must make your dispute in writing and send it to the Settlement Administrator via fax or mail. Your Workweeks or Pay Periods dispute must be postmarked or faxed no later than <<+30 days from date of mailing>> (the “Notice Response Deadline”) to:

ILYM Group, Inc., 2832 Walnut Ave. Suite C, Tustin, CA 92780.

Your Workweeks or Pay Periods dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Workweeks you contend is correct; and (c) any evidence supporting your contention. Defendant's records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Workweeks or Pay Periods disputes, and its decisions will be final and non-appealable. **REMINDER:** If you believe your estimated individual Class Settlement Award or PAGA Settlement Award is incorrect because your Workweeks or Pay Periods are wrong, the deadline to dispute the Workweeks or Pay Periods reported for you is <<**RESPONSE DATE**>>.

For tax reporting purposes, the individual Class Settlement Awards to Settlement Class Members will be allocated 40% as wages and 60% as penalties and interest, and the individual PAGA Settlement Awards will be allocated as 100% penalties. The wage portion of the individual Class Settlement Awards shall be subject to the withholding of applicable local, state, and federal taxes. Plaintiff and Defendant shall each bear 50% of the Employer-Side Payroll Taxes on the 40% of the Class Settlement Awards allocated as wages. Plaintiff's 50% share of the Employer-Side Payroll Taxes will be deducted from Class Counsel's fee award. Defendant shall be responsible for paying its 50% share of the Employer-Side Payroll Taxes to the Settlement Administrator in addition to the Gross Settlement Amount. The portion of the individual Class Settlement Awards allocated to penalties and interest, and the entirety of the individual PAGA Settlement Awards, shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members and/or PAGA Aggrieved Employees receiving those payments.

All checks for individual Class Settlement Awards and PAGA Settlement Awards paid to Settlement Class Members and/or PAGA Aggrieved Employees shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a Settlement Class Member and/or PAGA Aggrieved Employee within that time. Any Settlement check that is not cashed by a Settlement Class Member and/or PAGA Aggrieved Employee within one hundred eighty (180) days of issuance shall be reallocated and redistributed to Settlement Class Members and/or PAGA Aggrieved Employees who cashed their Settlement checks through a second distribution using the same allocation as the first distribution. In such event, the Settlement Class Member and/or PAGA Aggrieved Employee shall nevertheless remain bound by the Settlement.

You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

NOTE: If you are a PAGA Aggrieved Employee, you will receive your share of the \$25,000 allocated to PAGA Aggrieved Employees even if you request exclusion from the Settlement Class.

Fee and Expense Award to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs, and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees of up to 35% of the Gross Settlement Amount, however, Class Counsel's fees will be reduced by Plaintiff's 50% share of the Employer-Side Payroll Taxes applicable to the wage portion of the Class Settlement Awards. Class Counsel's fee is estimated to be \$946,713, plus

reimbursement of reasonable costs incurred in the Action not to exceed \$35,000. In addition, Class Counsel will ask the Court to authorize an Enhancement Payment of up to \$10,000 to Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,650. A payment in the amount of \$75,000 will also be made to the LWDA for PAGA penalties, which represents 75% of the \$100,000 set aside for payment under PAGA. The remaining \$25,000 set aside for the PAGA claim settlement will be distributed as the PAGA Settlement Award to the PAGA Aggrieved Employees.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class, and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA Claims, will release claims as follows:

(a) **Identity of Released Parties.** The released parties are Defendant Environmental Systems Research Institute, Inc.; the Individual Defendants; and each of their respective officers, directors, employees, and agents (collectively “the Released Parties”).

(b) **Date Release Becomes Active.** The Released Class Claims and Released PAGA Claims will be released upon the Settlement’s Effective Date.

(c) **Claims Released by Settlement Class Members.** Upon the Effective Date, all Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, expressly released the Released Parties from the Released Class Claims. Settlement Class Members’ release, waiver, and relinquishment of the Released Class Claims shall preclude them from participating in any judgment or settlement of claims that are the subject of the Released Class Claims in any other class, collective, or representative action. all Class Claims arising before or on the end date of the Class Period. Specifically, for the Settlement Class Members, released Class Claims are those claims alleged in the Complaints, as well as liability for those claims that arose during the Class Period, which include: (1) Failure to Pay Wages Plus Interest (California Labor Code section 203); (2) Failure to Pay Overtime and Double Time Wage (California Labor Code sections 510 and 1194); (3) Failure To Provide One Day’s Rest In Seven (California Labor Code sections 551, 552, and 852); (4) Meal Break Violations - Violation of California Labor Code sections 512, 226.7; (5) Unpaid Rest Period Premiums - Violation of California Labor Code section 226.7; (6) Noncompliant Wage Statements- Violation of California Labor Code section 226(a); (7) Deficient Pay Penalties - California Labor Code Section 210; (8) Failure to Pay Meal Period Premiums and Rest Break Premiums; (9) Failure to Maintain Payroll Records - Violation of California Labor Code sections 226.3, 1174(d); (10) Unfair Competition – Bus. & Prof. Code section 17200 and continuing; and those claims based solely on the facts alleged in the Complaints. Notwithstanding the foregoing, the Released Class Claims are intended to be no broader than as permitted by the Court’s Case Management Order #1 Section G(3)(e)(ii).

d) **Claims Released by PAGA Aggrieved Employees.** Upon the Effective Date, subject to and as provided in the Court’s Case Management Order #1 Section G(3)(e)(iv), Plaintiff releases the Released PAGA Claims. “Released PAGA Claims” means all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s PAGA Notices to the LWDA arising before or on the end date of the PAGA Period. Plaintiff does not release any PAGA Aggrieved Employee’s claim for wages or damages. Notwithstanding the foregoing, the Released PAGA Claims are intended to be no broader than as permitted by the Court’s Case Management Order #1 Section G(3)(e)(iv). All Class Members, including all PAGA Aggrieved Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class Claims.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Class and receive an individual Class Settlement Award (and PAGA Settlement Award, if applicable); or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you remain in the Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Class Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive an individual Class Settlement Award under the Settlement, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Class Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator ILYM Group, Inc., 2832 Walnut Ave. Suite C, Tustin, CA 92780. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name, address, and telephone number; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<**Response Deadline**>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties may file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Class Claims and Release PAGA Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Regardless of the form, an objection, alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware*, 4 Cal. 5th 260 (2018).

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at ILYM Group, Inc., 2832 Walnut Ave. Suite C, Tustin, CA 92780. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a statement like the following:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE *PROVONSHA v. ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. CLASS ACTION*

LAWUIT, RIVERSIDE COUNTY CASE NO. CVRI2401687. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA SETTLEMENT AMOUNT."

Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<**Response Deadline**>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark) or your written request is incomplete or unsigned, your written request to be excluded from the Settlement will be rejected, you will be deemed a Settlement Class Member, and you will be bound by the release of Released Class Claims as described above and all other terms of the Settlement. If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any benefit, including money**, as a result of the Action and Settlement. You will not be able to complain to the Court about any aspect of the Settlement.

NOTE: PAGA Aggrieved Employees cannot exclude themselves from the release of the Released PAGA Claims or object to the Settlement of the PAGA Claims.

What is the next step in the approval of the proposed Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, including but not limited to the Plan of Allocation, the Fee and Expense Award to Class Counsel, the Enhancement Payment to Plaintiff, and the Settlement Administration Costs on <<**FA Date and Time**>> in Department 1 of the Riverside Superior Court, 4050 Main Street, Riverside, CA 92501. If you wish to attend the Final Approval Hearing telephonically, go to <https://www.riverside.courts.ca.gov/remoteppearance> for instructions on how to do so. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an individual Class Settlement Award or PAGA Settlement Award (if applicable).

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be mailed to you.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Class and PAGA Settlement Agreement and Release attached as Exhibit 'A' to the Declaration of Christopher Hellmich in Support of Plaintiff's Motion for Preliminary Approval, filed on August 1, 2025. The Class and PAGA Settlement Agreement and Release and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Riverside Superior Court, located at 4050 Main Street, Riverside, CA 92501. You may also request a copy of the Class and PAGA Settlement Agreement and Release from Class Counsel, at the address listed above. You can also obtain further information regarding this action and this Settlement at: <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

(Deadline to File is xx/xx/2025)

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE

LAURA PROVONSHA V. ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., CLASS ACTION LAWSUIT / RIVERSIDE SUPERIOR COURT CASE NO. CVRI2401687

Settlement Administrator

ILYM Group, Inc.,
2832 Walnut Ave. Suite C
Tustin, CA 92780
Phone: 888.250.6810 / Fax: 888.845.6185
<https://www.ilymgroup.com/contact>

Complete this form only if you do NOT want to participate in the proposed settlement of the above-entitled class action. If you submit this Request for Exclusion form, it should contain sufficient information to confirm your identity, including: (1) your full name, address, and telephone number; (2) your signature; and (3) be postmarked on or before **xx/xx/2025** and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court.

I declare as follows:

I received and reviewed the notice of proposed class action settlement in this action. I wish to be excluded from the class in *Laura Provonsha v. Environmental Systems Research Institute, Inc.*, Riverside Superior Court Case No. CVRI2401687, and I do not want to participate in the proposed class action settlement. I understand that if I ask to be excluded from the class, I will not receive any money from the settlement, other than my proportional share of the PAGA Settlement Award if I am a PAGA Aggrieved Employee.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

REQUEST FOR OBJECTION FORM

(Deadline to File is xx/xx/2025)

SUPERIOR COURT OF THE STATE OF CALIFORNIA COUNTY OF RIVERSIDE

LAURA PROVONSHA V. ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., CLASS ACTION LAWSUIT / RIVERSIDE SUPERIOR COURT CASE NO. CVRI2401687

Settlement Administrator

ILYM Group, Inc.,
2832 Walnut Ave. Suite C
Tustin, CA 92780
Phone: 888.250.6810 / Fax: 888.845.6185
<https://www.ilymgroup.com/contact>

Complete this form only if you want to OBJECT to the proposed settlement of the above-entitled class action. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name, address, and phone number; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before **xx/xx/2025** and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court.

I declare as follows:

I received and reviewed the notice of proposed class action settlement in this action, *Laura Provonsha v. Environmental Systems Research Institute Inc.*, Riverside Superior Court Case No. CVRI240-1687.

I am objecting to the proposed settlement of the above-entitled class action.

My grounds for objecting to the proposed class action settlement of *Laura Provonsha v. Environmental Systems Research Institute, Inc.*, Riverside Superior Court Case No. CVRI2401687, are

_____.

(You may include additional pages, if needed.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)