

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Maria Elena Gonzalez (“Plaintiff”) and Defendant Stratasys Direct, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *MARIA ELENA GONZALEZ v. STRATASYS DIRECT, INC.*, Los Angeles County Superior Court Case No. 23STCV30659, initiated on December 15, 2023 and pending in Superior Court of the State of California, County of Los Angeles

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

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

1.4. “Class” means all current and former non-exempt employees who worked for Defendant within the State of California during the Class Period.

1.5. “Class Counsel” means Scott M. Lidman, Esq., Milani Moore, Esq., and Tiara Gose-Hardy, Esq. of Lidman Law, APC and Paul K. Haines, Esq. of the Haines Law Group, APC.

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

1.7. “Class Data” means Class Member identifying information in Defendant’s possession consisting of each Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks and PAGA Pay Periods, and whether or not the Class Member entered into a severance agreement with Defendant during the Class Period.

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

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

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

1.11. “Class Period” means the period from April 15, 2022 to the date the Court has given preliminary approval of the Settlement.

1.12. “Class Representative” means the named plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Court” means the Superior Court of California, County of Los Angeles.

1.15. “Defendant” means the named defendant, Stratasys Direct, Inc.

1.16. “Defense Counsel” means Eric J. Gitig, Esq. and Sharlynn M. Mate, Esq. of Jackson Lewis, P.C.

1.17. “Effective Date” means the date by when all of the following events have occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defense Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the Notice of Class Action Settlement has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a final Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement; and (5) sixty-five (65) calendar days have passed since

the Court has entered a final Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement; and (6) in the event there are objections to the Stipulation of Settlement raised prior to or during the final fairness hearing which are not later withdrawn, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's final Order approving the Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.20. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.21. "Gross Settlement Amount" means One Hundred Ninety Thousand Dollars and Zero Cents (\$190,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.26. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
3 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to
5 Participating Class Members as Individual Class Payments.

6 1.28. “Non-Participating Class Member” means any Class Member who opts out of the
7 Settlement by sending the Administrator a valid and timely Request for Exclusion.

8 1.29. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

9 1.30. “PAGA Employee” means any Settlement Class Member who worked for Defendant as a
10 non-exempt employee in California during the PAGA Period.

11 1.31. “PAGA Pay Period” means any Pay Period during which an PAGA Employee worked for
12 Defendant for at least one day during the PAGA Period.

13 1.32. “PAGA Period” means the period from December 20, 2022 to the date the Court has given
14 preliminary approval of the Settlement.

15 1.33. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice
16 pursuant to Labor Code section 2699.3, subdivision (a).

17 1.34. “PAGA Penalties” means Twenty Thousand Dollars and Zero Cents (\$20,000.00), which
18 is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25%
19 to the PAGA Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

20 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
21 timely Request for Exclusion from the Settlement.

22 1.36. “Plaintiff” means Maria Elena Gonzalez, the named plaintiff in the Action.

23 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
24 Settlement.

25 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval
26 and Approval of PAGA Settlement.

27 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

28 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1 1.41. “Released Parties” means Defendant and each of its former and present directors, officers,
2 shareholders, owners, members, employees, agents, attorneys, insurers, predecessors, successors, assigns,
3 subsidiaries, and affiliates.

4 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be
5 excluded from the Class Settlement signed by the Class Member.

6 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members
7 and PAGA Employees, and shall be the last date on which Class Members may: (a) fax, email or mail
8 Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the
9 Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to
10 the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

11 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

12 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at
13 least one day, during the Class Period.

14 **2. RECITALS.**

15 2.1. On December 15, 2023, Plaintiff filed a putative class action Complaint against Defendant
16 on behalf of herself and all others similarly situated in the Superior Court of the State of California entitled
17 *MARIA ELENZA GONZALEZ v. STRATASYS DIRECT, INC, et al.*, Los Angeles County Superior Court
18 Case No. 23STCV30659. The Complaint set forth the following five causes of action: (1) failure to pay
19 all overtime wages owed; (2) failure to provide meal periods; (3) failure to authorize and permit rest
20 periods; (4) failure to provide accurate, itemized wage statements; (5) waiting time penalties; and (6)
21 unfair competition.

22 2.2. On December 20, 2023, Plaintiff electronically submitted a letter to the Labor and
23 Workforce Development Agency (“LWDA”), pursuant to PAGA, to notify the LWDA of Defendant’s
24 alleged violations of the Labor Code with respect to Plaintiff and other Class Members.

25 2.3. On February 26, 2024, Plaintiff filed a First Amended Complaint (“FAC”) which alleged
26 the same six causes of action asserted in the original Complaint, plus a newly asserted seventh cause of
27 action for civil penalties under PAGA.

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2.4. On August 25, 2025, the Parties participated in a full-day mediation before Steven Mehta, Esq., a well-respected wage and hour class action mediator, at which time the Parties reached agreement on the material terms of a proposed class action and PAGA settlement that would fully resolve the Action.

2.5. Prior to mediation, Plaintiff obtained through informal discovery time and payroll data for the putative class, relevant statistics and data points calculated from the time and payroll data, Defendant's relevant written policies, and Plaintiff's complete personnel file. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Ninety Dollars (\$190,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final

1 Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount
2 requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
3 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility
4 and liability for employee taxes owed on the Class Representative Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
6 Gross Settlement Amount, which is currently estimated to be \$63,333.33 (of which \$19,633.33 will be
7 paid to Lidman Law, APC, \$29,450.00 will be paid to Haines Law Group, APC, and \$14,250.00 paid to
8 the referring firm), and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00 (all of
9 which will be paid to Haines Law Group, APC). Defendant will not oppose requests for these payments
10 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class
11 Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the
12 Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
13 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
14 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any
15 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or
16 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
17 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
18 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
19 Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
20 or controversy regarding any division or sharing of any of these Payments.

21 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
22 \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the
23 Administration Expenses are less or the Court approves payment less than the requested amount, the
24 Administrator will retain the remainder in the Net Settlement Amount.

25 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
26 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
27 Class Members during the Class Period, (b) multiplying the result by each Participating Class Member's
28 Workweeks, and (c) for those Class Members who did not sign a severance agreement with Defendant

during the Class Period, multiplying the result by a factor of five (5).

3.2.4.1. Tax Allocation of Individual Class Payments. Thirty-Three percent (33%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Sixty-Seven percent (67%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of non-wage claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and PAGA Employees: PAGA Penalties in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

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

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in

confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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

4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Employees including Non-Participating Class Members who qualify as PAGA Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

1 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class
2 Members whose checks are returned undelivered without United States Postal Service (“USPS”) forwarding
3 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address Search. The
5 Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are
6 returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member
7 whose original check was lost or misplaced, requested by the Class Member prior to the void date.

8 4.3.3. For any Class Member whose Individual Class Payment check or Individual PAGA
9 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
10 represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class
11 Member thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section
12 384, subdivision (b).

13 4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not
14 obligate Defendant to confer any additional benefits or make any additional payments to Class Members
15 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

16 **5. RELEASE OF CLAIMS.**

17 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
18 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
19 Members, and Class Counsel will release claims against all Released Parties as follows:

20 5.1. Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives,
21 agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released
22 Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or
23 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
24 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative
25 Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action and released under Paragraph 5.2
26 below (“Plaintiff’s Release.”). Plaintiff’s Release does not extend to any claims or actions to enforce this
27 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security
28 benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class

1 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
2 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
3 shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's
4 discovery of them.

5 5.1.1. Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of
6 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any,
7 of section 1542 of the Civil Code, which reads:

8 A general release does not extend to claims that the creditor or releasing party does
9 not know or suspect to exist in his or her favor at the time of executing the release,
10 and that if known by him or her would have materially affected his or her settlement
11 with the debtor or Released Party.

12 Thus, notwithstanding the provisions of Section 1542, Plaintiff expressly acknowledges this Agreement
13 is intended to include in its effect all claims Plaintiff does not know or suspect to exist in the Plaintiff's
14 favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of
15 any such claims. Plaintiff warrants that Plaintiff has read this Settlement, including this waiver of
16 California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult
17 with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of Section
18 1542, and that Plaintiff understands this Agreement and the Section 1542 waiver, and so Plaintiff freely
19 and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover
20 facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters
21 released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements
22 contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of
23 any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection
24 with the true facts involved in the matters, disputes, or controversies released or described in this
25 Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

26 5.2. Release by Participating Class Members Who Are Not PAGA Employees: All Participating
27 Class Members, on behalf of themselves and their respective former and present representatives, agents,
28 attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were

1 alleged, or reasonably could have been alleged, based on the Class Period facts and legal theories stated in
2 the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all
3 claims involving any alleged failure to pay overtime wages owed, provide meal periods, authorize and permit
4 rest periods, provide accurate itemized wage statements, or provide waiting time penalties, or any and all
5 claims alleging unfair competition based on the aforementioned Labor Code violations. Except as set forth in
6 Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including
7 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation or claims based on facts
9 occurring outside the Class Period.

10 5.3. Release by Non-Participating Class Members Who Are PAGA Employees: All Non-
11 Participating Class Members who are PAGA Employees are deemed to release, on behalf of themselves
12 and their respective former and present representatives, agents, attorneys, heirs, administrators, successors
13 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
14 could have been alleged, based on the PAGA Period facts and legal theories stated in the Operative
15 Complain and the PAGA Notice and ascertained in the course of the Action, including, but not limited to,
16 any and all claims involving any alleged failure to pay overtime wages owed, provide meal periods,
17 authorize and permit rest periods, provide accurate, itemized wage statements, or provide waiting time
18 penalties. The Parties agree that there is no statutory right for any PAGA Employee to opt out, object, or
19 otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights
20 under PAGA. Accordingly, all of the PAGA Employees are deemed to release all Released PAGA Claims
21 regardless of whether they opt out of the class portion of the Settlement.

22 **6. MOTION FOR PRELIMINARY APPROVAL.**

23 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for
24 Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

25 6.1. Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full
26 execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration
27 from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of
28 interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they

are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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6.4. Duty to Cooperate. The proposed Order Granting Preliminary Approval and Approval of PAGA Settlement and the proposed Class Notice shall be mutually approved by the Parties prior to being submitted to the Court. If the Parties disagree on any other aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4. Notice to Class Members.

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit

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

5 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
6 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
7 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the
8 Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current
9 address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice
10 to Class Members whose Class Notice is returned by the USPS a second time.

11 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
12 and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days
13 otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The
14 Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

15 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
16 discovers any persons who believe they should have been included in the Class Data and should have received
17 Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in
18 an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be
19 Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email
20 or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than
21 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

22 7.5. Requests for Exclusion (Opt-Outs).

23 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
24 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than
25 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
26 whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their
27 representative that reasonably communicates the Class Member's election to be excluded from the
28 Settlement and includes the Class Member's name, address and email address or telephone number. To

1 be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

2 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
3 to contain all the information specified in the Class Notice. The Administrator shall accept any Request
4 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class
5 Member and the Class Member's desire to be excluded. The Administrator's determination shall be final
6 and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the
7 authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class
8 Member's identity. The Administrator's determination of authenticity shall be final and not appealable or
9 otherwise susceptible to challenge.

10 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
11 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by
12 all terms and conditions of the Settlement, including the Participating Class Members' Releases under
13 Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually
14 receives the Class Notice or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to
17 object to the class action components of the Settlement. Because future PAGA claims are subject to claim
18 preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Employees are
19 deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an
20 Individual PAGA Payment.

21 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the
22 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is
23 re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the
24 Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with
25 the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member
26 to submit supporting documentation. In the absence of any contrary documentation, the Administrator is
27 entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are
28 consistent with the Class Data. The Administrator's determination of each Class Member's allocation of

1 Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
2 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay
3 Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

4
5 7.7. Objections to Settlement.

6 7.7.1. Only Participating Class Members may object to the class action components of the
7 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts
8 requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class
9 Representative Service Payment.

10 7.7.2. Participating Class Members may send written objections to the Administrator, by
11 fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney
12 to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member
13 who elects to send a written objection to the Administrator must do so not later than 45 days after the
14 Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class
15 Notice was re-mailed).

16 7.7.3. Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
19 performed or observed by the Administrator contained in this Agreement or otherwise.

20 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and
21 maintain and use an internet website to post information of interest to Class Members including the date, time
22 and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary
23 Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class
24 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service
25 Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email
26 address and a toll-free telephone number to receive Class Member calls, faxes and emails.

27 //
28

1 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
2 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days
3 after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list
4 to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class
5 Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
6 other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)
7 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
9 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
10 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
11 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
12 checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
13 Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion
14 and attach copies of all Requests for Exclusion and objections received.

15 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
16 address and make final decisions consistent with the terms of this Agreement on all Class Member
17 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be
18 final and not appealable or otherwise susceptible to challenge.

19 7.8.5. Administrator’s Declaration. Not later than 14 days before the date by which
20 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide
21 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
22 diligence and compliance with all of its obligations under this Agreement, including, but not limited to,
23 its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
24 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received
25 (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator
26 will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
27 responsible for filing the Administrator’s declaration(s) in Court.

28 //

1 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
2 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and
3 Defense Counsel with a final report detailing its disbursements by employee identification number only
4 of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the
5 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
6 suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.
7 Class Counsel is responsible for filing the Administrator's declaration in Court.

8 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

9 Based on its records, Defendant estimates that, as of the date of the mediation, there were 156 Class
10 Members who collectively worked 9,061 total Workweeks during the Class period, and there were 140
11 PAGA Employees who collectively worked 2,333 Pay Periods during the PAGA Period. If the actual
12 number of Workweeks during the Class Period is more than 110% of this estimate (i.e., if there are 9,967.2
13 or more workweeks worked by Class Members during the Class Period), then Defendant, at its sole
14 discretion, will elect to either (i) increase the Gross Settlement Amount by the same proportion above
15 110%, or (ii) cut off the Class Period and the PAGA Period as of the date the total workweeks worked by
16 Class Members during the Class Period does not exceed 10% of the 9,061 estimate. For example, if the
17 total Workweeks during the Class Period is 20% more than 9,061, Defendant will choose to either (1)
18 increase the value of the Gross Settlement Amount by 10%, or (2) cut off the Class Period and the PAGA
19 Period to an earlier date on which the total Workweeks during the Class Period is no more than 9,967.1.

20 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

21 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total
22 of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The
23 Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
24 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
25 provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses
26 incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not
27 later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late
28 elections will have no effect.

1 **10. MOTION FOR FINAL APPROVAL.**

2 10.1. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file
3 in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
4 settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed
5 Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to
6 Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and
7 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
8 any disagreements concerning the Motion for Final Approval.

9 10.2. Response to Objections. Each Party retains the right to respond to any objection raised by
10 a Participating Class Member, including the right to file responsive documents in Court no later than five
11 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

12 10.3. Duty to Cooperate. The proposed Final Approval Order and a proposed Judgment shall be
13 mutually approved by the Parties prior to being submitted to the Court. If the Parties disagree on any other
14 aspect of the proposed Motion for Final Approval and/or the supporting declarations and documents, Class
15 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
16 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Final Approval
17 or conditions Final Approval on any material change to the Settlement (including, but not limited to, the
18 scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith
19 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The
20 Court’s decision to award less than the amounts requested for the Class Representative Service Payment,
21 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
22 Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

23 10.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
24 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
25 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii)
26 addressing such post-Judgment matters as are permitted by law.

27 //

10.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.

1 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
2 If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
3 reserves the right to contest certification of any class for any reasons, and Defendant reserves all available
4 defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any
5 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
6 willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any
7 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

8 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
9 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
10 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose,
11 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally,
12 to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys,
13 accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
14 related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response
15 to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
16 government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
17 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel
18 separately agree not to, directly or indirectly, initiate any conversation or other communication, after the filing
19 of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving
20 rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This
21 paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class
22 Counsel's ethical obligations owed to Class Members. Plaintiff, Class Counsel, Defendant and Defense
23 Counsel further separately agree that they will not issue any press releases, initiate any contact with the press,
24 respond to any press inquiry, or have any communication with the press about the fact, amount or terms of
25 the Agreement. Further, Class Counsel will not include, reference or use the Agreement for any marketing
26 or promotional purposes, or for attempting to influence business relationships at Defendant's locations,
27 either before or after the Motion for Preliminary Approval is filed.

28 //

1 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
3 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
4 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

5 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
6 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
7 Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or
8 by any Party.

9 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
10 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
11 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
12 to execute any other documents reasonably required to effectuate the terms of this Agreement including
13 any amendments to this Agreement.

14 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
15 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
16 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
17 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
18 to implement the Settlement, or on any modification of the Agreement that may become necessary to
19 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

20 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any
22 person or entity and portion of any liability, claim, demand, action, cause of action or right released and
23 discharged by the Party in this Settlement.

24 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
25 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
26 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
27 or otherwise.

28 //

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

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

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

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

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

12.14. Agreement Contingent on Court Approval. This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; or (b) there are any terms and conditions in this Agreement specifically stated to survive the Agreement being voided or not approved, and which control in such an event.

12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not

1 later than 90 days after the date when the Court discharges the Administrator's obligation to provide a
2 Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and
3 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the
4 Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than
5 the destruction, of Class Data.

6 12.16. Duty to Support and Defend the Settlement. The Parties agree to abide by all of the terms of
7 this Agreement in good faith and to support the Settlement fully and to use their best efforts to defend this
8 Settlement from any legal challenge, whether by appeal or collateral attack.

9 12.17. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 12.18. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
12 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
13 legal holiday, such date or deadline shall be on the first business day thereafter.

14 12.19. Non-Evidentiary Use. Whether or not the Effective Date occurs, neither this Agreement,
15 nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence
16 as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the
17 Released Parties, including but not limited to, evidence of a presumption, concession, indication, or
18 admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission,
19 concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or any of
20 the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the
21 Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any
22 of their claims released through this Agreement.

23 12.20. Notice. All notices, demands or other communications between the Parties in connection with
24 this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing
25 by United States mail, or the day sent by email or messenger, addressed as follows:

26 To Plaintiff:

27 Scott M. Lidman (SBN 199433)
28 slidman@lidmanlaw.com
Milan Moore (SBN 308095)

mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBNM 323823)
tgose@lidmanlaw.com
LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245

and

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To Defendant:

Eric J. Gitig (SBN 307547)
Eric.Gitig@jacksonlewis.com
Sharlynne M. Mate (SBN 330712)
Sharlynne.Mate@jacksonlewis.com
JACKSON LEWIS, P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017

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

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

ACCEPTED AND AGREED:

Dated: 12/29, 2025

Maria Elena Gonzalez

Plaintiff Maria Elena Gonzalez

Dated: _____, 2025

Defendant Stratasys Direct, Inc.

mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBNM 323823)
tgose@lidmanlaw.com
LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, California 90245

and

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To Defendant:

Eric J. Gitig (SBN 307547)
Eric.Gitig@jacksonlewis.com
Sharlynne M. Mate (SBN 330712)
Sharlynne.Mate@jacksonlewis.com
JACKSON LEWIS, P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017

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

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

ACCEPTED AND AGREED:

Dated: _____, 2025

Plaintiff Maria Elena Gonzalez

Dated: 13 January 2026, 2025
11 January 2026

DocuSigned by:
Rich Garrity
Defendant Stratus's Direct, Inc.
DocuSigned by:
Eitan Z
ET5337531459#FD...

Rich Garrity Eitan Zamir

Printed Name

President

CFO

Title

AGREED AS TO FORM AND CONTENT:

Dated: _____, 2025

Scott M. Lidman
Milan Moore
Tiara Gose-Hardy
LIDMAN LAW, APC
Attorneys for Plaintiff Maria Elena Gonzalez



Digitally signed by: Eric Gitig
DN: CN = Eric Gitig email = eric.
gitig@jacksonlewis.com C = US
O = Jackson Lewis P.C.
Date: 2026.01.13 09:43:49 -
08'00'

Dated: January 13, 2026, ~~2025~~

Eric J. Gitig
Sharlynne M. Mate
JACKSON LEWIS, P.C.
Attorney for Defendant Stratasys Direct, Inc.

4935-0562-9300, v. 1

1
2 Printed Name

3
4 Title

5 **AGREED AS TO FORM AND CONTENT:**

6
7 Dated: December 30, 2025


8 Scott M. Lidman
9 Milan Moore
10 Tiara Gose-Hardy
11 LIDMAN LAW, APC
12 Attorneys for Plaintiff Maria Elena Gonzalez

13
14 Dated: _____, 2025

15
16
17
18 Eric J. Gitig
19 Sharlynne M. Mate
20 JACKSON LEWIS, P.C.
21 Attorney for Defendant Stratasys Direct, Inc.

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27
28 4935-0562-9300, v. 1

EXHIBIT A

EXHIBIT A

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

**MARIA ELENA GONZALEZ v. STRATASYS DIRECT, INC.,
Superior Court of the State of California, County of Los Angeles
Case No. 23STCV30659**

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Stratasys Direct, Inc. (“Defendant”). The Action was filed by a former Stratasys Direct, Inc. employee (“Plaintiff”) and seeks: (1) damages and other relief for alleged violations of the Labor Code for a class of non-exempt hourly employees who worked for Defendant in California (“Class Members”) during the period between April 15, 2022 to **preliminary approval date** (the “Class Period”); (2) civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”) for Class Members who worked for Defendant during the period between December 20, 2022 to **preliminary approval date** (the “PAGA Period”).

Defendant vigorously denies the claims in the Action and contends it has fully complied with all applicable laws.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

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

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] workweeks** during the Class Period and **[REDACTED] pay periods** during the PAGA Period.

If you believe that you worked more workweeks during the Class Period and/or pay periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Defendant that are covered by this Settlement (Released Claims).
You can Opt-out of the Class Settlement, but not the PAGA Settlement. The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

Settlement. Written Objections Must be Submitted by 	and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on . You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks in which you worked at least one day during the Class Period and how many PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Pay Periods you worked according to Defendant's records are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges Defendant violated California labor laws by failing to pay all overtime wages owed, failing to provide meal and rest periods, and failing to provide accurate, itemized wage statements, amongst other claims. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC ("Class Counsel"). Defendant strongly denies failing to pay any wages or violating any laws, and contends that it fully complied with all applicable laws throughout the Class Period.

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

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle,

Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$190,000.00 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 calendar days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$63,333.33 (one-third (1/3) of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 67% to non-wage claims for interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **Response Deadline**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **Response Deadline** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present mailing address, and email address or phone number and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.
7. You cannot opt-out or object to any portion of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrator (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide

Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

10. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for the Class Released Claims (defined below).

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts and legal theories stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged failure to pay overtime wages owed, provide meal periods, authorize and permit rest periods, provide accurate itemized wage statements, or provide waiting time penalties, or any and all claims alleging unfair competition based on the aforementioned Labor Code violations. Except as set forth in Paragraph 11, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

11. PAGA Members' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities for the PAGA Released Claims.

All PAGA Members will be bound by the following release:

Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts and legal theories stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged failure to pay overtime wages owed, provide meal periods, authorize and permit rest periods,

provide accurate itemized wage statements, or provide waiting time penalties. The Parties agree that there is no statutory right for any PAGA Employee to opt out, object, or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA. Accordingly, all of the PAGA Employees are deemed to release all Released PAGA Claims regardless of whether they opt out of the class portion of the Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member.
3. Workweek/PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until **Response Deadline** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

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

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

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

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

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

Submit a written and signed letter with your name, present address, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action *MARIA ELENA GONZALEZ v. STRATASYS DIRECT, INC.*, and include your identifying information (full name, address, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by Response Deadline, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. Class Members who worked during the PAGA Period that submit a valid Request for Exclusion will still be deemed PAGA Members, will still receive their Individual PAGA Payments, and will be bound by the Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 business days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating the amount Class Counsel is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website <https://www.lacourt.org/>. Class Members who worked during the PAGA Period are not permitted to object to the Released PAGA Claims or any portion of the Settlement pertaining to the Released PAGA Claims.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is Response Deadline.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *MARIA ELENA GONZALEZ v. STRATASYS DIRECT, INC.*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ .m in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either _____ personally _____ or _____ virtually _____ via _____ LACourtConnect (<https://www.lacourt.org/lacceligibility/ui/civil.aspx>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 23STCV30659. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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