

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Agreement”) encompasses the Action against GigaCloud Technology (USA) Inc. captioned as *Ashley Peng Peng Wang v. GigaCloud Technology, Inc.*, filed in the Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2424437.

Plaintiffs Ashley Peng Peng Wang and Xinjun Yin are jointly referred to herein as the Plaintiffs.

GigaCloud Technology (USA) Inc. is referred to herein as the Defendant. Plaintiff originally erroneously sued Defendant as GigaCloud Technology, Inc., and any allegations previously made against “GigaCloud Technology, Inc.” refer to Defendant (GigaCloud Technology (USA) Inc.).

The Plaintiffs and Defendant are referred to herein as the Parties.

This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the “Released Class Claims” and “Released PAGA Claims” (as defined below) on a class and representative Action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon final Court approval, contains the essential terms of the Parties’ agreement. Plaintiffs and Class Counsel believe, and the Parties have agreed, that the settlement set forth in this Agreement confers substantial benefits upon the Class, PAGA Members, and the State of California.

DEFINITIONS

1. Action

“Action” collectively means both of the following filed by the Plaintiffs:

(a) the First Amended Complaint filed on March 13, 2025 by Plaintiffs in the lawsuit against Defendant entitled *Ashley Peng Peng Wang and Xinjun Yin v. GigaCloud Technology, Inc.*, filed in the Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2424437, including any related Amendment to Complaint (the “Complaint”), and

(b) the Amended PAGA Letter filed with the California Labor and Workforce Development Agency on January 29, 2025 (the “PAGA Letter”).

2. Class Counsel

“Class Counsel” means Amir Seyedfarshi of Employment Rights Lawyers, APC

3. Class Counsel Award

“Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action, and Class Counsel’s actual expenses and costs incurred and to be incurred in connection with the Action.

4. Class Information

“Class Information” or “Class Data” means information regarding Class Members compiled from Defendant’s records and provided to the Settlement Administrator in a Microsoft Excel spreadsheet, including each Class Member’s full name; last known address; social security number; Defendant’s timekeeping data showing the number of workweeks and pay periods worked by each Class Member in the Class Period and each PAGA Member in the PAGA Period; and additional information sufficient for the Settlement Administrator to determine the Eligible Workweeks and Eligible Pay Periods for each Class Member and each PAGA Member.

5. Class Members

“Class” or “Class Members” means persons who are members of the class defined as all current and former individuals who were employed as non-exempt employees with Defendant within the State of California at any time during the Class Period.

6. Class Period

The “Class Period” is from August 1, 2020 through March 11, 2025.

7. Class Settlement

“Class Settlement” means the settlement and resolution of the Released Class

Claims.

8. Class Representatives

The “Class Representatives” are Ashley Peng Peng Wang and Xinjun Yin.

9. Class Representatives’ Enhancement Awards

“Class Representatives’ Enhancement Awards” means the amount that the Court authorizes to be paid to each Plaintiff, in addition to each Plaintiff’s Individual Settlement Payments and/or Individual PAGA Payments, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Action and in return for executing a general release of claims with Defendant.

8. Class Representatives’ Released Claims

“Class Representatives’ Released Claims” means all known and unknown claims against the Released Parties, including any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the California Labor Code, including, but not limited to, claims under the Private Attorneys General Act (“PAGA”), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Class Representatives’ relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Class Representatives further covenant that they will not become a member of any other legal Action against the Released Parties asserting any of their Released Claims, and will opt out of any such Action if necessary. For the avoidance of doubt, this is a complete and general release of all claims to the maximum extent permitted by law.

The scope of this release does not include claims for unemployment insurance, disability, social security, and workers' compensation (except for claims pursuant to California Labor Code Sections 132(a) and 4553).

9. Complaint

“Complaint” means the First Amended Complaint filed by Plaintiffs against Defendant on March 13, 2025, entitled *Ashley Peng Peng Wang and Xinjun Yin v. GigaCloud Technology, Inc.*, filed in the Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2424437, including any related Amendment to Complaint.

10. Court

“Court” means the Superior Court of the State of California for the County of San Bernardino.

11. Defendant

“Defendant” means Defendant GigaCloud Technology (USA) Inc., originally erroneously sued as GigaCloud Technology, Inc.

12. Effective Date

“Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its order granting Final Approval of the Settlement; and (b) the Judgment is final. The judgment is final on the latest of the following dates: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members object to the Class Settlement and no appeal is filed, the day after the deadline has expired for filing a notice of appeal from the Judgment; or (c) if one or more Participating Class Members objects to the Class Settlement and a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

13. Eligible Workweeks

“Eligible Workweeks” or “Workweeks” means any workweek in which a Class Member worked for any amount of time for Defendant during the Class Period as shown by Defendant’s timekeeping data for each Class Member.

14. Eligible Pay Periods

“Eligible Pay Period” or “Pay Periods” means any pay period in which a PAGA Member worked for any amount of time for Defendant during the PAGA Period, as shown by Defendant’s timekeeping data for each PAGA Member.

15. Final Approval Hearing

“Final Approval Hearing” means the hearing at which the Court ascertains the fairness, reasonableness, and adequacy of the Settlement and decides whether the Settlement meets all requirements for final approval.

16. Final Judgment

“Final Judgment” or “Judgment” means a judgment issued by the Court approving this Agreement as binding upon the Parties following the Final Approval Hearing.

17. Individual PAGA Payment

“Individual PAGA Payment” means the amounts paid from the PAGA Payment to PAGA Members that shall in the aggregate comprise 25% of the PAGA Payment, namely \$2,500 as consideration for settlement of claims for civil penalties under the PAGA.

18. Individual Settlement Payment

“Individual Settlement Payment” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a valid Request for Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

19. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

20. LWDA PAGA Payment

“LWDA PAGA Payment” means the amount of Seven Thousand five-Hundred Dollars and Zero Cents (\$7,500.00) to be paid to the LWDA as its 75% share of the PAGA Payment, as consideration for settlement of claims for civil penalties under PAGA.

21. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less the Court-approved Class Counsel Award, The Class Representatives’ Enhancement Awards, the PAGA Payment, and the Settlement Administrator Costs. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

22. Notice of Class Action Settlement

“Notice of Class Action Settlement” or “Notice” means the notice approved by the Parties and subject to Court approval, substantially in the form of **Exhibit A** hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

23. PAGA

“PAGA” refers to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698 et seq.

24. PAGA Members

“PAGA Members” means all Class Members who worked any Eligible Pay Periods at any time during the PAGA Period.

25. PAGA Notice Letter

“PAGA Notice Letter” refers to the May 22, 2024 letter filed with the LWDA on behalf of the Plaintiff Wang regarding her intent to pursue civil penalties under the PAGA for various alleged violations of the California Labor Code which was assigned LWDA Case No. LWDA-CM-903448-22.

26. PAGA Payment

“PAGA Payment” means the portion of the Total Settlement Amount that shall be allocated to claims under the PAGA. The Parties have agreed to allocate Ten Thousand Dollars and Zero Cents (\$10,000.00). Seventy-five percent (75%) shall be payable to the LWDA (i.e., the LWDA PAGA Payment) and the remaining twenty-five percent (25%) shall be used to pay the Individual PAGA Payments to PAGA Members in settlement of all claims for PAGA penalties as defined in this Agreement.

27. PAGA Period

“PAGA Period” means the period from May 22, 2023 through March 11, 2025.

28. Participating Class Members

“Participating Class Members” means those Class Members who do not file a valid and timely Request for Exclusion.

29. Parties

“Parties” means Plaintiffs and Defendant, collectively.

30. Plaintiff

“Plaintiffs” means Plaintiffs Ashley Peng Peng Wang and Xinjun Yin.

31. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement.

32. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.*

33. Released Class Claims

“Released Class Claims” shall mean all claims and/or causes of Action under any state, local, or federal law or administrative regulation by Participating Class Members against the Released Parties that were or could have been alleged based on the allegations in the Action, including all class claims stated in the Action alleging violations of California Labor Code sections 90.5, 201, 202, 203, 204, 206, 210, 221, 222, 22.5, 223, 226(a), 226 et seq, 226.3, 226.7, 246, 510, 512, 516, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and applicable sections of the applicable IWC Wage Order, including, but not limited to, sections 7, 11 and 12 of the Wage Order:

- (a) All claims for unpaid wages, including claims for minimum, regular, overtime, and double-time wages, the alleged failure to pay for all time worked, the alleged failure to pay for all time worked at correct rates;
- (b) All claims for meal period violations, including claims for short, late, missed, interrupted and/or improperly controlled meal periods, the failure to pay premium wages, the failure to pay premium wages at the correct regular rates, and the failure to properly record meal periods;
- (c) All claims for rest break violations, including claims for short, late, missed, interrupted, and/or improperly controlled rest breaks, the failure to pay premium wages, and the failure to pay premium wages at the correct regular rates;
- (d) All claims for the failure for provide paid sick leave, including claims that paid sick leave was not provided or was not provided at the correct rate;
- (e) All claims for the untimely payment of wages, including minimum, regular, overtime, and premium wages, and paid sick leave, to employees in violation of section 204 of the California Labor Code;
- (f) All claims for the untimely payment of final wages and associated waiting time penalties under sections 201, 202 and 203 of the California Labor Code;
- (g) All claims for the alleged failure to pay all wages as required by contract, or to improperly withhold or deduct earned wages from

employees under sections 221, 222, 222.5 and 223 of the California Labor Code;

- (h) All claims for improper or inaccurate itemized wage statements, including any alleged violations of California Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Complaint; including the allegations that wage statements lacked the total number of hours worked and corresponding rates, and including claims for injuries suffered therefrom;
- (i) All claims for the alleged failure to keep accurate records in violation of Section 1174 of the California Labor Code;
- (j) All claims for any and all unreimbursed expenses;
- (k) All claims under the California Business & Professions Code (including Section 17200 et seq.) premised on the facts, claim, and causes of Action alleged in the Action; and
- (l) All claims for statutory penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief based on the allegations in the Complaints.

The period of the release of Released Claims will be the Class Period for Participating Class Members in their capacities as Class Members.

34. Workweeks Dispute

“Workweeks Dispute” means a Class Member’s written communication disputing the pre-printed information on the Notice of Class Action Settlement as to his or her Eligible Workweeks during the Class Period, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security number; (c) clearly state that the Class Member disputes the number of Eligible Workweeks credited to him or her for the Class Period and what he or she contends is the correct number to be credited to him or her; (d) accompanied with any documentation that he or she has to support the dispute; and (e) be submitted by mail, email, or facsimile to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

35. Released PAGA Claims

“Released PAGA Claims” shall mean all claims and causes of Action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) of the State of California with respect to PAGA Members against the Released Parties that were or could have been alleged based on the allegations in the Complaint and in the PAGA Notice Letter, including all claims for civil penalties based on alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 222, 222.5, 223, 226(a), 226 et seq., 226.3, 226.7, 246, 510, 512(a), 432, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and related sections of the applicable IWC Wage Order, including but not limited to Sections 7, 11 and 12 of the applicable IWC Wage Order;

- (a) All claims for civil penalties under the PAGA based on the alleged failure to pay all wages earned, including minimum, regular, overtime, and double-time wages, the alleged failure to pay for all time worked, and the alleged failure to pay for all time worked at correct rates;
- (b) All claims for civil penalties under the PAGA for the failure for provide paid sick leave, including claims that paid sick leave was not provided or was not provided at the correct rate;
- (c) All claims for civil penalties under the PAGA for the alleged failure to pay all wages as required by contract, or to improperly withhold or deduct earned wages from employees under sections 221, 222, 222.5 and 223 of the California Labor Code;
- (d) All claims for civil penalties under the PAGA based on the alleged failure to provide compliant meal periods, including claims for short, late, missed, interrupted and/or improperly controlled meal periods, the failure to pay premium wages, the failure to pay premium wages at the correct regular rates, and the failure to properly record meal periods;
- (e) All claims for civil penalties under the PAGA based on the alleged failure to provide compliant rest breaks, including claims for short, late, missed, interrupted, and/or improperly controlled rest breaks, the failure to pay premium wages, and the failure to pay premium wages at the correct regular rates;

- (f) All claims for civil penalties under the PAGA based on the alleged failure to pay wages on a timely basis, including minimum, regular, overtime, and premium wages to employees in violation of section 204 of the California Labor Code;
- (g) All claims for civil penalties under the PAGA based on the alleged failure to provide timely payment of final wages in violation of Sections 201 and 202 of the California Labor Code;
- (h) All claims for civil penalties under the PAGA based on the alleged failure to reimburse employees for any and all business expenses;
- (i) All claims for civil penalties under the PAGA based on the alleged failure to provide accurate itemized wage statements, including any alleged violations of California Labor Code Section 226(a)(1)-(9) based on the facts and legal theories contained in the Complaint and PAGA Notice Letter, including the allegation that the wage statements lacked the total number of hours worked and corresponding rates;
- (j) All claims for civil penalties under the PAGA based on the alleged failure to keep accurate records in violation of Section 1174 of the California Labor Code;
- (k) any other claims for civil penalties alleged in the Complaint and in the PAGA Notice Letter.

The period of the release of Released PAGA Claims will be the PAGA Period.

36. Released Parties

“Released Parties” means Defendant GigaCloud Technology (USA) Inc. and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, management and executive-level employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

37. Request for Exclusion

“Request for Exclusion” means a Class Member’s written request stating that a request to be excluded from the Class Settlement which must contain: (a) the case name and number of the Action; (b) the Class Member’s full name, present

address, signature, telephone number, and last four (4) digits of Social Security number; (c) a statement electing to be excluded from the Class Settlement; and (d) be submitted by mail, email, or facsimile to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. Specific details of how to submit a “Request for Exclusion” will be provided by the Notice of Class Action Settlement.

38. Response Deadline

“Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class Members may: (a) submit a Request for Exclusion; (b) submit objections to the Class Settlement; or (c) dispute the information contained in the Notice of Class Action Settlement regarding the number of Eligible Workweeks to be credited to the Class Members. If the forty-fifth (45th) day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S. Postal Service is open.

39. Settlement

“Settlement” or “Agreement” means this Class and Representative Action Settlement Agreement and Release.

40. Settlement Administrator

“Settlement Administrator” means ILYM Group, Inc., the third-party company that is responsible for administering the settlement, mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

41. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount of up to \$9,250.00 to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement. References herein to Action and responsibilities of the Settlement Administrator shall be to those Action and responsibilities it shall take as set forth in the Agreement.

42. Total Settlement Amount

“Total Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents), subject to the “Modification Provision” below, which includes: the Individual Settlement Payments to Participating Class Members; payment of Settlement Administrator Costs to the Settlement Administrator as approved by the Court; the Class Representatives’ Enhancement Awards to Plaintiffs as approved by the Court; a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court; and the PAGA Payment to the LWDA and PAGA Members.

Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the portion of the settlement allocated to wages shall be made by Defendant, separate and apart from the Total Settlement Amount.

The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

43. Modification Provision

At the January 10, 2025 mediation date, Defendant represented that its data team extrapolated the total number of Workweeks of the Action from August 1, 2020 through January 10, 2025 (the "Data Period") as 8,965 workweeks. A "Workweek" is a period in which a Class Member worked for any amount of time. If, prior to the date of the Final Approval Order, the Parties agree or the Court finds that the actual number of workweeks during the Data Period is equal to or greater than (11%) above 8,965 (i.e., more than 9,951) Defendant will either (at its exclusive discretion): (a) increase the Maximum Settlement Amount by the percentage (in whole number increments) that the actual number of workweeks exceeds 11% of the original estimate (e.g., if the total number of workweeks is 11.3% above the original estimate, the Maximum Settlement Amount would be increased by 1%); or, (b) shorten the Settlement Period so that there is no increase above the 11% threshold.

RECITALS

44. Procedural History

On May 22, 2024, Plaintiff Wang filed her PAGA Letter with the LWDA.

On August 1, 2024, Plaintiff Wang filed her lawsuit in the Superior Court of California, County of San Bernardino, Case No. CIVSB2424437.

On September 5, 2024, Plaintiff Wang amended the Complaint to clarify the correct name of the Defendant as GigaCloud Technology (USA) Inc.

On January 29, 2025, Plaintiffs filed an amended PAGA Letter with the LWDA.

On March 13, 2025, Plaintiffs filed a First Amended Complaint in the Superior Court of California, County of San Bernardino, Case No. CIVSB2424437.

On March 14, 2025, Plaintiffs amended the First Amended Complaint to clarify the correct name of the Defendant as GigaCloud Technology (USA) Inc.

On January 10, 2025, the Parties mediated this Action with Judge Howard Broadman. As a result of the mediator's efforts, the Parties reached an agreement to settle all claims and causes of Action alleged by the Plaintiffs under the California Labor Code, the California Business and Professions Code, the California Code of Regulations, the applicable California Wage Order, and the PAGA claims in the Action.

Before the mediation, Defendant produced extensive documentation including timekeeping and payroll data, policy documents, class size information, pay period and workweek information, and information regarding the hourly rates of the settlement class members. Defendant provided discovery sufficient to enable Plaintiffs and Class Counsel to rigorously evaluate the strengths and risks of the Action and to perform an analysis of the potential damages arising from the claims made in the Action.

45. No Admission

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Action. Defendant also disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than

settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no Action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Action or in any other proceeding.

Defendant contends that at all times it has complied with all applicable state, federal and local laws related to the Class and PAGA Members' employment. Nevertheless, Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability or wrongdoing on the part of the Defendant collectively or individually, or an admission that class or representative Action treatment would be allowed outside the settlement context. The Parties agree that this Settlement cannot be used to support any claim for subsequent penalty violation rates under the Labor Code, including the PAGA, in any subsequent litigation.

Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent Action against or by Defendant to support a stay of any subsequent Action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

46. Benefits of Settlement to Class and PAGA Members

Class Counsel investigated the facts relevant to the Action, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendant is fair, reasonable, and adequate, and in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action on the terms set forth herein.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by Plaintiffs in the Action. Defendant has also taken into account the risks of further litigation in reaching the decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Action.

47. Settlement of Disputed Claims

This Agreement is a compromise of disputed claims. Defendant has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. Plaintiffs and Participating Class Members and PAGA Members have claimed and continue to claim that the Released Class Claims and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Nothing contained in this Agreement, no documents referred to herein, and no Action taken to carry out this Agreement, may be construed or used as an admission by or against the Defendant or their Counsel, the Plaintiff, Participating Class Members, PAGA Members, or Class Counsel as to the merits or lack thereof of the claims asserted in the Action.

TERMS OF AGREEMENT

48. Release As To All Participating Class Members

Upon the Effective Date and full funding of the Settlement, Plaintiffs and all Participating Class Members in their capacities as Class Members, as well as their spouses, heirs, executors, administrators, trustees and/or permitted assigns, hereby do and shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Released Class Claims for the Class Period.

49. Release As To All PAGA Members

Upon the Effective Date and full funding of the Settlement, as representatives of the State of California and on behalf of the LWDA, Plaintiffs and all PAGA Members fully and finally release the Released Parties from the Released PAGA Claims for the PAGA Period. These releases will take effect whether or not a

PAGA Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

50. Release of Claims by Plaintiffs

As of the Effective Date and full funding of the Settlement, each of the Plaintiffs release the Released Parties from all the Class Representatives' Released Claims. Each of the Plaintiff's releases set forth herein include a waiver of all rights under California Civil Code § 1542, which provides:

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

Each of the Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but they expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Defendant at the time of the execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant.

51. The Motion for Preliminary Approval

Class Counsel shall be responsible for preparing the Motion for Preliminary Approval. Class Counsel agrees to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) court days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. Class Counsel further agrees to reasonably incorporate the comments from Counsel for Defendant.

52. Settlement Administrator

Within fourteen (14) calendar days following the date that the Court grants Preliminary Approval of this Agreement, Defendant shall provide the Settlement

Administrator with the Class Information for purposes of mailing the Notice of Class Action Settlement to the Class Members. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that relevant information can be provided to Class Counsel, on an individual basis only, and only when necessary for Class Counsel to respond to specific inquiries or requests from individual Class Members.

The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant and will only be used to administer the Settlement under the terms provided herein.

(a) Notice by First Class U.S. Mail.

Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within ten (10) calendar days of receipt of the Class Information, the Settlement Administrator will mail copies of the Notice of Class Action Settlement to all Class Members in English via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a U.S. Postal Service National Change of Address database search to identify any updated addresses. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. The form of the proposed Notice of Class Action Settlement will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties desire to resolve the Action.

(b) Undeliverable Notices.

Any Notice of Class Action Settlement returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto, within three (3) business days of receipt of the returned undeliverable Notice of Class Action Settlement. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security Number of the Class Member whose notice was

undeliverable, and shall then re-mail all returned, undelivered mail within three (3) business days of receiving notice that a Notice of Class Action Settlement was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall have their Response Deadline extended twenty (20) calendar days from the original Response Deadline.

(c) Disputes Regarding Eligible Workweeks.

Class Members will have the opportunity to dispute the number of Eligible Workweeks stated on their Notice of Class Action Settlement by submitting a Workweeks Dispute, postmarked on or before the Response Deadline. If there is a Workweeks Dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility of each Class Member's eligibility for, and the amounts of, their Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

(d) Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will meet and confer in good faith to attempt to resolve the dispute without involving the Court.

(e) Exclusions.

- (1) The Notice of Class Action Settlement shall state that Class Members who wish to exclude themselves from the Class Settlement must submit a Request for Exclusion by the Response Deadline.
- (2) The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall

be bound by all terms of the Settlement and any Judgment entered in the Action pursuant to the Settlement.

- (3) Any Class Member who requests to be excluded from the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the terms of the Class Settlement or have any right to object to or appeal the Class Settlement.
- (4) Any Request for Exclusion has no effect to the PAGA Settlement; any Class Member who is also considered a PAGA Member will still be issued their Individual PAGA Payment and be bound by the PAGA Settlement, regardless of whether they submit a Request for Exclusion.
- (5) No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will provide counsel for the Parties with a complete list of all members of the Class who have submitted a timely and valid Request for Exclusion.

(f) Objections.

- (1) The Notice of Class Action Settlement shall state that Participating Class Members who wish to object to the Class Settlement may do so in person (or other method of personal appearance permitted by the court, e.g., Zoom) at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received.
- (2) The Notice of Objection must be signed by the Settlement Class Member and state: (a) the case name and number of the Action; (b) the full name and address of the objecting Settlement Class Member; (c) the factual and/or legal basis for the objection; (d) whether the Settlement Class Member is represented by counsel, and if so, identify said counsel; and (e) whether the Settlement Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice

of Objection received by the Settlement Administrator by the Response Deadline is submitted with the Court along with the Motion for Final Approval.

- (3) Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who has not filed a Notice of Objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Deadline. Any Settlement Class Member who fails to submit a timely and complete Notice of Objection or to present an objection in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Class Settlement whether by appeal or otherwise.

53. No Solicitation of Settlement Objections or Exclusions

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement or file Requests for Exclusion, or to appeal from the Court's Judgment.

54. The Motion for Final Approval

Class Counsel shall be responsible for preparing the Motion for Final Approval, and any Motion Attorneys' Fees, Costs, and Class Representatives' Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendant with drafts of all documents they intend to submit in support of their Motion for Final Approval and application for attorneys' fees and costs at least three (3) court days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers. Class Counsel further agrees to reasonably incorporate the comments from Counsel for Defendant. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement that will result in entry of the Final Approval Order and Judgment.

55. Funding of the Qualified Settlement Fund

No later than seven (7) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Total Settlement Amount into the QSF. The Settlement Administrator will also inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes. No later than twenty (20) calendar days after the Effective Date, Defendant shall fund the QSF.

56. Net Settlement Amount

- (a) The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representatives' Enhancement Award, the PAGA Payment, and Settlement Administrator Costs from the Total Settlement Amount.
- (b) This is a non-reversionary Settlement in which Defendant will pay the Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendant. The employer's share of payroll taxes and other required withholdings from Individual Settlement Payments designated as wages, including but not limited to the FICA and FUTA contributions, if applicable, shall be paid separately from, and in addition to, the Total Settlement Amount. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be a part of the Net Settlement Amount and distributed to the Participating Class Members.

57. Individual Settlement Payments

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows:

- (a) After preliminary approval of the Settlement, using the Class Information (including Defendant's timekeeping data), the Settlement Administrator will compute the total number of Eligible Workweeks of all Class Members collectively during the Class Period, and this sum shall be known as the "Initial Workweek Total"; the Initial Workweek Total will be rounded to the nearest cent; the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Initial Workweek Value"); and the Settlement Administrator will multiply the number of Eligible Workweeks of a

Class Member during the Class Period by the Initial Workweek Value to determine that Class Member's estimated Individual Settlement Payment.

- (b) After final approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period, and this sum shall be known as the "Final Workweek Total"; the Settlement Administrator will divide the final Net Settlement Amount by the Final Workweeks Total to determine the settlement value for each Eligible Workweek (the "Final Workweek Value"); the Final Workweek Value will be rounded to the nearest cent; and the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Final Workweek Value to determine that Participating Class Member's final Individual Settlement Payment.
- (c) Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the Settlement.

58. PAGA Payments

- (a) A total amount of \$10,000.00 from the Total Settlement Amount will be allocated as the PAGA Payment to be paid as penalties under PAGA, seventy-five percent (75%) of this amount will be the LWDA PAGA Payment to be paid to the LWDA and the remaining twenty-five percent (25%) shall be distributed to the PAGA Members as Individual PAGA Payments. Any portion of the PAGA Payment not approved by the Court shall be added to the Net Settlement Amount and any additional amount ordered by the Court shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount.
- (b) The LWDA PAGA Payment will be paid to the LWDA within fifteen (15) calendar days after Defendant fully funds the Settlement.
- (c) The remaining 25% of the PAGA Payment to be distributed to the PAGA Members as Individual PAGA Payments and shall be

distributed based on a *pro rata* share based on the number of Eligible Pay Periods during the PAGA Period. Individual PAGA Payments will be paid from the remaining 25% of the PAGA Payment and shall be paid pursuant to the settlement formula as follows: The Settlement Administrator will first determine the total number of Eligible Pay Periods during the PAGA Period. The “Pay Period Value” will be equal to 25% of the PAGA Payment divided by the total number of Eligible Pay Periods credited to PAGA Members during the PAGA Period. The Pay Period Value will be rounded to the nearest cent. The amount of the Individual PAGA Payment to be paid to each PAGA Member will be determined by multiplying the Pay Period Value by the total number of Eligible Pay Periods. Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to each PAGA Member’s last known mailing address within fifteen (15) calendar days after Defendant fully funds the Settlement.

59. Class Representatives’ Enhancement Award

Plaintiffs will make an application to the Court for a Class Representative Enhancement Award of up to \$7,500.00 each, for a total of \$15,000.00. The Class Representatives’ Enhancement Awards shall be paid to Plaintiffs from the Total Settlement Amount no later than fifteen (15) calendar days after Defendant fully funds the Settlement. The Class Representatives’ Enhancement Awards shall be in addition to any Individual Settlement Payments and Individual PAGA Payments that they may be eligible to receive. Any amount requested by Plaintiffs for the Class Representatives’ Enhancement Awards and not granted by the Court shall be a part of the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representatives’ Enhancement Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Total Settlement Amount on that basis.

60. Class Counsel Award

- (a) Class Counsel will file a motion for attorneys’ fees in the amount of \$66,666.66, and for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel’s prosecution of the Action, not to exceed \$15,000.00, to be paid from the Total

Settlement Amount. Class Counsel shall be paid the Class Counsel Award no later than fifteen (15) calendar days after Defendant fully funds the settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall be a part of the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

- (b) This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs and, in the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, or to appeal such order, nor will Plaintiffs or Class Counsel seek, request, or demand an increase to the Total Settlement Amount on that basis.

61. **Tax Treatment**

- (a) The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law. All Individual Settlement Payments shall be allocated as follows: 20% wages and 80% penalties, interest, and non-wage damages. The 20% wage portion of Individual Settlement Payments shall be subject to required withholdings and deductions by the Settlement Administrator and shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by law) with respect to the year of payment as wage income to the Settlement Class Member by the Settlement Administrator on behalf of the Qualified Settlement Fund. All Individual PAGA Payments shall be allocated as 100% penalties, for which a 1099 will be issued if required. The Settlement Administrator shall issue I.R.S. Form 1099 if required for the remaining payments under this Agreement. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Total Settlement Amount. Any Plaintiff, any Participating Class Member, and any PAGA Member who receives any Individual Settlement Payment or Individual PAGA Payment should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

- (b) Participating Class Members, PAGA Members, and Class Counsel shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made to them pursuant to this Settlement. Defendant has not made any representations as to the taxability to any Participating Class Members of any portion of the Individual Settlement Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative's Enhancement Award to the Class Representative. The Notice will advise each Class Member and PAGA Member to seek his/her own personal tax advice prior to acting in response to the Notice, and Defendant, the Class Representative, and Class Counsel agree that each Class Member and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Notice.

62. No Tax Advice

Neither of the Plaintiffs, nor Class Counsel, nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

63. Unclaimed Settlement Payment(s)

- (a) Individual Settlement Payment and Individual PAGA Payment checks shall be valid and negotiable for one hundred and eighty (180) calendar days after the mailing of the Individual Settlement Payment and Individual PAGA Payment checks, and thereafter, shall be canceled and any remaining funds attributable to unclaimed, undeliverable, or expired Individual Settlement Payment and/or Individual PAGA Payment checks shall be deposited to the State of California Unclaimed Property Division in the name of each Participating Class Member and/or PAGA Member who did not cash, deposit, or otherwise negotiate his or her Individual Settlement Payment or Individual PAGA Payment check. The Parties agree that this disposition results in no unpaid residue under California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to Participating Class Members, whether or not they all cash, deposit, or

otherwise negotiation their Individual Settlement Payments, and Defendant will not be required to pay any interest on said amount.

64. Payment of Settlement Administrator Costs

Upon filing the motion for Final Approval, Plaintiffs will request the Court to award an amount equal to the actual administration costs. The Settlement Administrator shall have the authority and obligation to make payments, credits, and disbursements to Participating Class Members and PAGA Members in the manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Settlement Administrator shall be paid the Settlement Administrator Costs no later than fifteen (15) calendar days after Defendant fully funds the Settlement. Any amount requested for the Settlement Administrator Costs and not granted by the Court shall be a part of the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

65. Settlement Administrator Responsibilities

- (a) In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the Class Information to calculate each Class Member's approximate Individual Settlement Payment and each PAGA Member's Individual PAGA Payment; ascertaining the identity and whereabouts of the Class Members and mailing Notice of Class Action Settlement out to them; communicating with Class Members as necessary; printing and mailing the Notice of Class Action Settlement and tax forms to the Participating Class Members and PAGA Members as directed by the Court (including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-3s); receiving and reporting requests for exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, Participating Class Members, the LWDA, and PAGA Members; notifying the Parties of, and resolving any disputes regarding Eligible Workweeks; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation

and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

- (b) Defendant and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Settlement Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

66. Final Approval Hearing and Entry of Final Judgment

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for: (i) the Class Counsel Award; (ii) the Class Representative's Enhancement Awards; (iii) Individual Settlement Payments; (iv) PAGA Payment to the LWDA and PAGA Members, and (v) Settlement Administrator Costs.

67. Final Approval Order

Plaintiffs will request, and Defendant will concur in said request, that the Court enter, after the Final Approval Hearing, a Final Approval Order and Judgment. Plaintiffs will request that the Final Approval Order and Judgment certify the Settlement Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed Final Approval Order and Judgment.

68. Settlement Dates

Class Counsel shall provide Defendant's Counsel a draft Motion for	5 court days in advance of filing.
--	------------------------------------

Preliminary Approval for Defendant's review and input.	
Defendant provides the Class Information to the Administrator	14 calendar days after the Court grants Preliminary Approval
Settlement Administrator to mail Notice of Class Action Settlement	10 calendar days after receipt of the Class Information
Settlement Administrator to re-mail Notice of Class Action Settlement	3 business days after receipt of notice that the Notice of Class Action Settlement was undeliverable.
Response Deadline to the Notice of Class Action Settlement	45 calendar days after mailing
New Response Deadline to the Notice of Class Action Settlement for those receiving re-mailed Notices of the Class Action Settlement	20 calendar days from the date of remailing or original Response Deadline
Settlement Administrator to provide counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion.	7 calendar days after the Response Deadline
Defendant has the option to nullify the Settlement.	10 calendar days after notification by the Settlement Administrator that more than 10% of the Class Members submitted valid Requests for Exclusion.
Class Counsel shall provide Defendant's Counsel a draft Motion for Final Approval for Defendant's review and input.	3 court days in advance of filing.
Settlement Administrator shall send to Defendant's Counsel the electronic wiring instructions for the Settlement Amount.	7 calendar days after the Effective Date.
Defendant shall fund the QSF.	20 calendar days after the Effective Date.
Settlement Administrator shall mail Individual Settlement Payments	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the LWDA PAGA Payment to the LWDA.	15 calendar days after Defendant funds the QSF.

Settlement Administrator shall mail Individual PAGA Payments	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the Class Representative Enhancement Awards	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall mail the Class Counsel Award	15 calendar days after Defendant funds the QSF.
Settlement Administrator shall be paid the Settlement Administrator Costs.	15 calendar days after the Defendant funds the QSF
Settlement Administrator shall mail reminder postcards to the Participating Class Members and PAGA Members whose settlement checks were not returned or cashed.	100 calendar days <u>before</u> the Individual Settlement Payments and Individual PAGA Payments expire.
Settlement Administrator shall deposit any remaining funds with the State of California Unclaimed Property Fund	180 calendar days after the mailing of the Individual Settlement Payments and Individual PAGA Payments

69. **Nullification of Agreement**

- (a) In the event: (1) the Court denies preliminary approval of the Settlement; (2) the Court denies final approval of the Settlement; (3) the Court refuses to enter a Judgment as provided herein; or (4) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgement entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.
- (b) To the extent that more than 10% of Class Members submit valid and timely Requests for Exclusion, Defendant shall have the option to nullify this Settlement within ten (10) calendar days after notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiff's counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Defendant for terminating the Settlement.

70. Conditional Class Certification

- (a) The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in these Action.
- (b) If, for any reason, the Settlement is not approved, the Parties agree to attend mediation again, either before the same mediator or another mutually agreed upon mediator experienced in California wage and hour class Action, in an effort to reach a settlement that will be approved by the Court.
- (c) If, even after the second mediation, the Agreement is ultimately not approved by the Court, this Agreement will be void and the Parties will be restored to their respective positions as if they had not entered into the Agreement. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class Action should be certified or not decertified, or that this matter may proceed as a representative Action; or (ii) Defendant is liable to Plaintiff or any Class Member or any PAGA Member other than according to the Settlement's terms. In the event that the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or Plaintiff's ability to maintain a representative Action, for all purposes.

71. No Publicity

- (a) Prior to preliminary approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval or to make other disclosures jointly agreed to by the Parties in advance as necessary to effectuate the Settlement.
- (b) Before and after approval of this Settlement, Plaintiffs and Class Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the Settlement.

- (c) Nothing herein restricts Class counsel from fulfilling its obligations, on behalf of Plaintiffs, to submit documents and information required to be submitted to the LWDA pursuant to PAGA regarding the Settlement of the Action. Nothing herein restricts Class Counsel from fulfilling its duties to Class Members and PAGA Members. Class Counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a class and representative Action basis, but only for the reason of detailing the experience of counsel. Plaintiffs and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court.

72. No Effect on Employee Benefits

Class Representative Enhancement Awards, Individual Settlement Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiff, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and PAGA Members under the terms of this Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any of the Defendant. Further, any Class Representative Enhancement Award, Individual Settlement Payments, and Individual PAGA Payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendant.

73. Representation

- (a) All of the Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.
- (b) Plaintiffs and their Counsel represent that other than this action, they do not currently represent any other current or former employees of Defendant in connection with any actual or planned claims, charges,

complaints, or other matters against Defendant.

74. Exhibits and Headings

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

75. Interim Stay of Proceedings

Upon full execution of this Agreement, the Parties agree to jointly request the Court to stay proceedings except for the proceedings necessary to implement and complete the Settlement.

76. Amendment or Modification

This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

77. Entire Agreement

This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

78. Authorization to Enter into Agreement

- (a) Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement.

- (b) The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of the Defendant represents and warrants that he or she is authorized to sign this Agreement on behalf of the Defendant. Plaintiffs represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

79. Binding on Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

80. California Law Governs

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

81. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

82. Jurisdiction of the Court

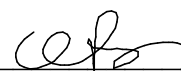
Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

83. Invalidity of Any Provision

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of themselves, the Participating Class Members, and the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Defendant have executed this Agreement as of the dates set forth below.

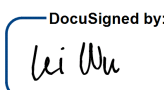
Date: 03/14/2025

By: 
Ashley Peng Peng Wang, Plaintiff

Date: 3/14/2025

By: 
Xinjun Yin, Plaintiff

Date: 4/2/2025

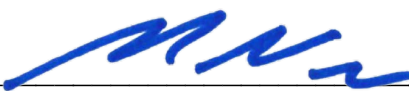
By: 
A14CADE7E1BA4BF...
Lei Wu, Chief Executive Officer
GigaCloud Technology (USA) Inc.

APPROVED AS TO FORM

Date: 04 / 02 / 2025

By: 
Amir H. Seyedfarshi
Employment rights Lawyers, APC
Counsel for Plaintiffs

Date: March 17, 2025

By: 
Michael J. Nader
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
Counsel for Defendant

GigaCloud Technology (USA) Inc.

Title	Class And Representative Action Settlement Agreement and...
File name	Class%20And%20Rep...8Giga%20signe.pdf
Document ID	74301b87cf75bee1dfed2ad27d26b21e59e73cc0
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



04 / 02 / 2025
21:55:00 UTC

Sent for signature to Amir Seyedfarshi
(amir@employmentrightslawyers.com) from
amir@employmentrightslawgroup.com
IP: 23.243.236.126



04 / 02 / 2025
21:55:07 UTC

Viewed by Amir Seyedfarshi
(amir@employmentrightslawyers.com)
IP: 23.243.236.126



04 / 02 / 2025
21:55:18 UTC

Signed by Amir Seyedfarshi
(amir@employmentrightslawyers.com)
IP: 23.243.236.126



COMPLETED

04 / 02 / 2025
21:55:18 UTC

The document has been completed.