

THE WHEELER LAW FIRM, APC

Scott Ernest Wheeler (SBN 187998)
Justin A. Wheeler (SBN 342226)
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Attorneys for Plaintiff and all
others similarly situated

McPHARLIN SPRINKLES & THOMAS LLP

Jeanine D. DeBacker, Bar #178054
720 University Ave., Ste. 250B
Los Gatos, CA 95032
Telephone: (408) 293-1900
jdebacker@mstpartners.com

Attorneys for Defendant
HINES SERVICES INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

DIANA C. MERINO, individually, and on
behalf of all others similarly situated,

Plaintiffs,

v.

HINES SERVICES INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 24CV448784

[Assigned for all purposes to the
Honorable Theodore C. Zaynor, Dept. 19]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

Action Filed: October 4, 2024
Trial Date: None Set

1 This Class Action and PAGA Settlement and Release ("Settlement Agreement") is entered
2 into by and between Plaintiff Diana C. Merino ("Plaintiff"), on behalf of herself and the Class, on the
3 one hand, and Defendant Hines Services Inc., Inc. ("Defendant"), and the Released Parties, on the
4 other hand. Plaintiff and Defendant are collectively referred to herein as "Parties" and individually
5 referred to herein as "Party."

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendant on the other hand.

10 DEFINITIONS

11 1. "Action" means *Diana C. Merino v. Hines Services Inc., Inc.*, Superior Court of the
12 State of California for the County of Santa Clara, Case Number: 24CV448784.

13 2. "Class" means: All non-exempt employees who were employed by Defendant, in the
14 State of California, at any time from October 4, 2020, through September 15, 2025.

15 3. "Class Counsel" means The Wheeler Law Firm, APC.

16 4. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and
17 resolution of this Action and Class Counsel's expenses and costs incurred in connection with this
18 Action.

19 5. "Class Information" means information regarding Class Members that Defendant will
20 in good faith compile from their records and provide to the Settlement Administrator. It shall be
21 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
22 Class Member's full name; social security number; last known address; last known telephone number;
23 and number of Compensable Pay Periods and Compensable PAGA Pay Periods.

24 6. "Class Member" means each person who is a member of the Class defined above and
25 who is eligible to participate in this Settlement.

26 7. "Class Period" means the time period from October 4, 2020, through September 15,
27 2025.

28 8. "Class Representative Service Award" means the amount that the Court authorizes to

1 be paid individually to Plaintiff in recognition of, *inter alia*, Plaintiff's efforts and risks in assisting
2 with the prosecution of the Action and in return for executing a general release with Defendant.

3 9. "Compensable Work Weeks" or "Compensable Work Weeks" means a reasonable
4 estimate of pay periods worked by each Class Member individually and collectively by all Class
5 Members during the Class Period based on Defendant's records and used as a value to calculate
6 Individual Settlement Payments. The number of Compensable Work Weeks for each Class Member
7 will be determined by adding all the calendar days within the inclusive dates of employment for the
8 employee and dividing that number by seven. Any partial workweek will be expressed as a
9 percentage of a full workweek.

10 10. "Compensable PAGA Pay Period" or "Compensable PAGA Pay Periods" means a
11 reasonable estimate of pay periods worked by each PAGA Member during the period from July 26,
12 2023, through September 15, 2025, based on Defendant's records and used as a value to calculate
13 PAGA Payments. The number of Compensable PAGA Pay Periods for each PAGA Member will be
14 determined by adding all the calendar days within the inclusive dates of employment for the
15 employee and dividing that number by seven. Any partial pay period will be expressed as a
16 percentage of a full pay period.

17 11. "Court" means the Superior Court for the State of California, County of Santa Clara.

18 12. "Defendant" means Hines Services Inc., Inc.

19 13. "Effective Date" means the date on which the Superior Court's Final Approval Order
20 and Judgment becomes final. The Superior Court's Final Approval Order and Judgment "becomes
21 final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it
22 is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if
23 there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter,
24 then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is
25 filed by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any
26 appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five
27 (65) calendar days following the date that the Final Approval Order and Judgment is filed by the
28 Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the

1 Settlement has been resolved finally and conclusively with no right to pursue further remedies or
2 relief.

3 14. "Final Approval Order and Judgment" means an order and judgment that the Court
4 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

5 15. "Gross Settlement Amount" means the maximum amount which Defendant is
6 obligated to pay under this Settlement Agreement, which is Four Hundred and Thirty-Five Thousand
7 Dollars and Zero Cents (\$435,000.00), subject to increase under the circumstances as set forth in
8 paragraph 57. This is an "all in" non-reversionary Settlement in which Defendant are required to pay
9 the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
10 Defendant under any circumstances. Payments of any appropriate and lawfully-required employer's
11 share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately
12 from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

13 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
14 Amount to each Settlement Class Member.

15 17. "LWDA" means the California Labor and Workforce Development Agency.

16 18. "Net Settlement Amount" means the Gross Settlement Amount, less the Class Counsel
17 Award, Class Representative Service Award, payment to the LWDA and PAGA Members for PAGA
18 penalties, and Settlement Administration Costs.

19 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
20 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
21 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
22 process, and each Class Member's estimated Individual Settlement Payment. Notice of Class
23 Settlement will be provided to the Class in English and Spanish.

24 20. "Objection" means a letter or other written communication submitted by a Class
25 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
26 or she is objecting to any of the terms of the Settlement.

27 21. "PAGA Member" or "PAGA Members" means any non-exempt employee who was
28 employed or has been employed by Defendant at any time during the time period of July 26, 2023,

1 through September 15, 2025.

2 22. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
3 Plaintiff or Defendant, individually.

4 23. "Payment Ratio" means the respective Compensable Work Weeks for Class Member
5 divided by the total Compensable Work Weeks for all Class Members.

6 24. "PAGA Payment Ratio" means the respective Compensable PAGA Pay Periods for
7 each PAGA Member divided by the total Compensable PAGA Pay Periods for all PAGA Members.

8 25. "PAGA Period" means the time period from July 26, 2023, through September 15,
9 2025.

10 26. "Plaintiff" refers to Diana C. Merino.

11 27. "Preliminary Approval Date" means the date upon which the Court files an order
12 granting preliminary approval of the Settlement.

13 28. "Request for Exclusion" means a letter or other written communication submitted by
14 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
15 that he or she is electing to be excluded from the Settlement

16 29. "Released Claims by Plaintiff" is set forth in paragraph 46 below. Plaintiff releases
17 the "Released Claims by Plaintiff" as of the Effective Date of the Settlement.

18 30. "Released Claims by Settlement Class Members" means: As of the Effective Date,
19 Settlement Class Members shall fully and finally release and discharge Released Parties, from October
20 4, 2020, through September 15, 2025, in exchange for the consideration provided under this
21 Settlement, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
22 expenses, attorneys' fees, damages, action or causes of action for: (1) failure to provide meal periods
23 pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 5-2001
24 and 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Sections 226.7,
25 512 and Industrial Welfare Orders 5-2001 and 16-2001, Section 12; (3) failure to pay overtime wages
26 pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 5-2001 and 16-2001,
27 Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and
28 Industrial Welfare Orders 5-2001, and 16-2001, Section 4; (5) failure to pay timely wages in violation

1 of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of
2 employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to provide accurate
3 itemized wage statements in violation of Labor Code Sections 226, 246, 248.1, 248.2, 248.6, and
4 Industrial Welfare Orders 5-2001 and 16-2001, Section 7; (8) failure to maintain required records in
5 violation of Labor Code Sections 226, 247.5, 248.2, 2498.6, 1174, and Industrial Welfare Orders 5-
6 2001 and 16-2001, Section 7; (9) failure to indemnify for necessary business expenditures incurred in
7 the discharge of duties, in violation of Labor Code Section 2802; (10) failure to provide sick leave
8 and supplemental COVID-19 sick leave, in violation of Labor Code Sections 246, 248.1, 248.2 and
9 248.6, (11) violation of the California Unfair Competition Law in violation of Business and
10 Professions Code Section 17200; and (12) and violation of the California Private Attorneys' General
11 Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the
12 California Labor Code and IWC Wage Orders 5-2001 and 16-2001, as alleged in the Operative
13 Complaint and the LWDA Notice dated July 26, 2024. This release shall apply to all claims arising at
14 any point during the Class Period.

15 31. "Released Parties" collectively mean: (i) Defendant; and (ii) Defendant's current
16 officers, directors, employees and agents only.

17 32. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
18 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date
19 on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
20 Settlement.

21 33. "Settled PAGA Claims", means the release of all claims for civil penalties only under
22 PAGA that Plaintiff, on behalf of the State of California, predicated on the facts alleged in
23 Plaintiff's Operative Complaint filed October 4, 2024 and PAGA Notice dated July 26, 2024, during
24 the period from July 26, 2023, through September 15, 2025.

25 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

26 35. "Settlement Administration Costs" means the amount to be paid to the Settlement
27 Administrator from the Gross Settlement Amount for administration of this Settlement.

28 36. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"),

1 the Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations
2 of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in
3 English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted
4 by Class Members; (c) providing declaration(s) as necessary in support of preliminary and/or final
5 approval of this Settlement; (d) processing and mailing payments to Plaintiff's, Class Counsel, the
6 LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the
7 Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
8 Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties
9 agree that they have no financial interest or other relationship with Phoenix that could create a conflict
10 of interest. Should a conflict of interest or other issue lead to the disqualification of the selected
11 Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

12 37. "Settlement Class" or "Settlement Class Members" means all Class Members who
13 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

14 RECITALS

15 38. Procedural History. On October 4, 2024, Plaintiff filed a complaint against Defendant
16 in Superior Court of the State of California, County of Santa Clara, Case Number: 24CV448784.
17 Defendant filed an answer in response to Plaintiff's complaint.

18 39. Investigation and Discovery. The Parties have conducted significant investigation of
19 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
20 discovery and investigation included, *inter alia*, the exchange of information and extensive documents
21 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
22 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
23 law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

24 40. Mediation. The Parties initially participated in a mediation session with the highly
25 experienced mediator, Doug Leach, Esq., on August 14, 2025. After a full day of mediation, the Parties
26 were able to reach a proposed settlement regarding the material terms for a proposed class action and
27 PAGA settlement that would fully resolve this matter.

1 41. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
2 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
3 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
4 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
5 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
6 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
7 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
8 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
9 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
10 set forth in this Settlement Agreement is a fair, adequate, and a reasonable settlement, and is in the
11 best interests of the Class.

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

20 STIPULATION AND AGREEMENT

21 43. NOW THEREFORE, in consideration of the mutual covenants, promises, and
22 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

23 44. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
24 Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

25 45. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
26 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
27 "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
28 communication or disclosure between or among the Parties or their attorneys and other advisers, is or

1 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
2 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
3 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
4 own, independent legal and tax counsel for advice (including tax advice) in connection with this
5 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
6 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
7 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
8 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
9 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
10 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
11 acknowledging party of the tax treatment or tax structure of any transaction, including any transaction
12 contemplated by this Agreement.

13 46. Released Claims by Plaintiff. On the Effective Date of the Settlement Agreement,
14 Plaintiff agrees to the Release of Claims by Settlement Class Members. In addition to Release of
15 Claims by Settlement Class Members and as a material inducement to Defendant to enter into this
16 Settlement Agreement, Plaintiff does hereby, for herself and for her spouse, heirs, successors,
17 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal
18 representatives, and assign, forever and completely release and discharge the Released Parties from
19 any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
20 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including
21 back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest,
22 attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution
23 of this Settlement Agreement, whether known or unknown, suspected or unsuspected, including but
24 not limited to all claims arising out of, based upon, or relating to Plaintiff's employment with or work
25 for Defendant or the remuneration for or termination of such employment.

26 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising
27 under the California Labor Code (including, but not limited to, Sections 200, 201, 201.3, 202, 203,
28 204, 210, 216, 218.5, 218.6, 221, 225, 225.5, 226, 226.3, 226.7, 227.3, 246, 248.1, 248.2, 248.6, 351,

1 432, 450, 510, 511, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199,
2 1400, 1775, 2698 et seq., 2699, 2802; the Wage Orders of the California Industrial Welfare
3 Commission, including IWC Wage Orders 5-2001, and 16-2001; the California Private Attorneys
4 General Act of 2004 ("PAGA"); California Business and Professions Code section 17200 et seq.; the
5 California Civil Code, to include, but not limited to, section 3336 and 3294; the California common
6 law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the
7 Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released Claims
8 also include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages,
9 and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
10 and wrongful termination such as by way of example only, (as amended) 42 U.S.C. section 1981, Title
11 VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in
12 Employment Act, and the California Fair Employment and Housing Act; and the law of contract and
13 tort. This release excludes the release of claims not permitted by law. As to the Plaintiff's Released
14 Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of
15 the California Civil Code. Section 1542 reads as follows:

16 **A general release does not extend to claims that the creditor or releasing party does**
17 **not know or suspect to exist in his or her favor at the time of executing the release**
18 **and that, if known by him or her, would have materially affected his or her**
settlement with the debtor or releasing party.

19 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
20 complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that
21 this Settlement Agreement is intended to include in its effect, without limitation, all claims that
22 Plaintiff knew of, as well as all claims that Plaintiff did not know or suspect to exist in Plaintiff's favor
23 against the Released Parties, or any of them, for the time period from the beginning of time to the
24 execution of this Settlement Agreement, and that this Settlement Agreement contemplates the
25 extinguishment of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to
26 pursue any claims against Defendant, including, but not limited to, any and all claims relating to
27 or arising from Plaintiff's employment with Defendant, and that Plaintiff's Counsel is not
28 currently aware of any facts or legal theories upon which any claims or causes of action could be

1 brought against Defendant, excepting those facts or legal theories alleged in the Operative
2 Complaint in this Action. This release does not include claims which cannot be released by
3 California law such as unemployment or Worker's Compensation benefits.

4 47. Class Certification. For settlement purposes only, Defendant will stipulate that the
5 Settlement Class Members described herein who do not request exclusion from the Settlement Class
6 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
7 admission that class action certification is proper and shall not be admissible in this or in any other
8 action except for the sole purposes of enforcing this Agreement. Should the Court fail to issue Final
9 Approval for any reason, the Parties' stipulation to class certification as part of the Settlement
10 Agreement shall become null and void *ab initio* and shall have no bearing on but remains protected
11 by California Evidence Code Section 1152 and shall not be admissible in connection with, the issue
12 of whether or not certification would be appropriate in a non-settlement context. Defendant expressly
13 reserve its rights and declare that Defendant's will continue to oppose class certification and contest
14 the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly
15 reserves her rights and declares that she will continue to pursue class certification and a trial should
16 the Court fail to grant Final Approval.

17 48. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
18 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
19 have this matter presented to the Court for preliminary and final approval.

20 49. Release of Claims by Class Members. Settlement Class Members release the
21 "Released Claims by Settlement Class Members," as defined, as of the Effective Date.

22 50. Release of Settled PAGA Claims. Plaintiff, on behalf of the State of California and
23 LWDA, release the "Settled PAGA Claims," as defined, as of the Effective Date.

24 51. Settlement Administration. Within ten (10) calendar days after the Preliminary
25 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

26 52. Notice to the Class. Upon receipt of the Class Information, the Settlement
27 Administrator will perform a search based on the National Change of Address Database to update and
28 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the

1 Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement
2 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
3 its best judgment to determine the current mailing address for each Class Member. The address
4 identified by the Settlement Administrator as the current mailing address shall be presumed to be the
5 best mailing address for each Class Member.

6 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
7 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
8 the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of
9 Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator
10 will conduct its investigation for an updated address of the Class Member and re-mail the Notice of
11 Class Action Settlement. If an updated address is found, the Settlement Administrator shall have
12 seven (7) days to re-mail the Notice of Class Action Settlement from receipt of the undelivered
13 envelope. The Settlement Administrator will provide a cover letter notifying the Class Member of the
14 extended Response Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement
15 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement to:
16 (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement.

17 (1) Verification of Class Member Employment Status. If Notice of Class
18 Action Settlement sent to a Class Member is determined to be
19 undeliverable, the Settlement Administrator shall verify the
20 employment status of the Class Member with Defendant within five
21 (5) days of receipt of the undeliverable Notice of Class Action
22 Settlement. If the Class Member is a current employee of Defendant,
23 Defendant shall take all reasonable efforts to obtain the current
24 address from the Class Member and shall provide the same with seven
25 (7) days of notice from the Settlement Administrator.

26 b. Disputes Regarding Individual Settlement Payments. Class Members will have
27 the opportunity, should they disagree with Defendant's records regarding the number of Compensable
28 Pay Periods attributed to them in the Class Notice, to provide documentation and/or an explanation to

1 show contrary information by the Response Deadline. The dispute form must: (a) contain the full
2 name, address, and telephone number of the Class Member, and the last four digits of the Class
3 Member's social security number or full employee ID number; (b) contain the case name and case
4 number; (c) contain a clear statement by the Class Member that he or she is disputing the number of
5 Compensable Workweeks and the basis for the dispute; (d) be signed by the Class Member; and (e)
6 be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
7 envelope on the dispute form, or the date the e-mail is sent, shall be the exclusive means used to
8 determine whether it has been timely submitted. If there is a dispute, the Settlement Administrator
9 will consult with the Parties to determine whether an adjustment is warranted. The Settlement
10 Administrator shall then determine the eligibility for, and the amounts of, any Individual Class
11 Payments and/or Individual PAGA Payments under the terms of this Agreement. In the absence of
12 circumstances indicating fraud, manipulation or destruction, Defendant's records shall be presumed
13 to be accurate. The Court has final say regarding the validity and final decision regarding any Pay
14 Period disputes.

15 c. Request for Exclusion. Class Members who wish to exclude themselves from
16 the Settlement must mail or email to the Settlement Administrator a Request for Exclusion by the
17 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone
18 number of the Class Member, and the last four digits of the Class Member's social security number;
19 (b) contain the case name and case number; (c) contain a clear statement by the Class Member that he
20 or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and (e) be
21 postmarked or e-mailed by the Response Deadline. The date of the postmark on the return mailing
22 envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive means
23 used to determine whether it has been timely submitted. Any Class Member who requests to be
24 excluded from the Settlement Class shall not be entitled to any Individual Class Payment, shall not
25 release any of the Released Claims by Settlement Class Members, and shall not have any right to
26 object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for
27 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any
28 Final Approval Order and Judgment entered in this Action. Any Class Member who submits a valid

1 and timely Request for Exclusion cannot opt-out of PAGA portion of this Settlement and will still
2 receive their share of the PAGA portion of this Settlement and be bound by the PAGA release. The
3 Court has final say regarding the validity and authenticity of any Requests for Exclusion.

4 d. Objections. Class Members who wish to object to the Settlement can either
5 mail or email the Settlement Administrator a written Objection by the Response Deadline. The
6 Objection should: (a) contain the full name, address, and telephone number of the Class Member,
7 and the last four digits of the Class Member's social security number; (b) contain the case name and
8 case number; (c) the dates of employment of the Class Member; (d) be signed by the Class Member;
9 (e) state the basis for the Objection, including any legal briefs, papers or memoranda in support of
10 the Objection; and (f) be postmarked by the Response Deadline. The date of the postmark on the
11 return mailing envelope on the Objection, or the date the email was sent, shall be the exclusive
12 means used to determine whether the Objection has been timely submitted. At no time shall any of
13 the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
14 Objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Counsel
15 shall not represent any Class Members with respect to any such Objections. The Settlement
16 Administrator will provide the Parties with any Objection within five (5) calendar days of receipt of
17 the Objection. Plaintiff will file any and all Objections with the Court in advance of the Final
18 Approval Hearing. Oral or written Objections may also be made at the Final Approval hearing
19 without a written objection or notice of intent to appear being submitted. If the Court rejects the
20 objection, the individual will be bound by the terms of the Settlement.

21 e. If greater than fifteen (15) percent of the Class Members opt out or object to
22 this Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount
23 is 15% or more, Defendant will have the right to rescind and terminate the Settlement without
24 prejudice to its pre-settlement positions and defenses in the litigation. In such a case, the Parties and
25 any funds to be awarded shall be returned to their respective statuses as of the date and time
26 immediately prior to the execution of this Agreement.

27 f. Except for those Settlement Class Members who exclude themselves in
28 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members

1 will: (i) be deemed to be Participating Class Members for all purposes under this Settlement
2 Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the
3 Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
4 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
5 of the Settlement.

6 53. Funding Gross Settlement Amount. After the Effective Date, Defendant agrees to pay
7 a sum equal to \$435,000 (the "Gross Settlement Amount") to fund the settlement of this action within
8 thirty (30) calendar days. The Settlement is "all-in", non-reversionary and no funds will return to
9 Defendant. Payments of any appropriate and lawfully-required employer share of the payroll taxes on
10 the taxable portion of the settlement payments shall be paid by Defendant separately from and in
11 addition to the Gross Settlement Amount.

12 54. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
13 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
14 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
15 last known mailing address.

16 a. The Settlement Administrator shall calculate the total Compensable Work
17 Weeks and Compensable PAGA Pay Periods for all Settlement Class Members based on the Class
18 Information provided by Defendant. The respective Compensable Pay Periods for each Settlement
19 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
20 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation will
21 apply to determining the Payment Ratio for Compensable PAGA Pay Periods. Each Settlement Class
22 Member's Payment Ratio will then be multiplied by the Net Settlement Amount to determine his or
23 her Individual Settlement Payment.

24 b. Individual Settlement Payments due to each Settlement Class Member shall be
25 designated as follows:

26 1. Twenty-five percent (25%) of the Individual Settlement Payment shall
27 represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all
28 applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be

1 deducted from the amount paid to Settlement Class Members. The Settlement Administrator will
2 issue a W-2 Form to each Settlement Class Member in relation to this payment.

3 2. Sixty-five percent (65%) of the Individual Settlement Payment shall
4 represent payment of all penalties. These payments will not be subject to withholding of local, state,
5 and federal taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class
6 Member in relation to these payments.

7 3. Ten percent (10%) of the Individual Settlement Payment shall represent
8 payment of all interest. These payments will not be subject to withholding of local, state, and federal
9 taxes. The Settlement Administrator will issue an IRS Form 1099 to each Settlement Class Member
10 in relation to these payments.

11 (a). Class Members With Missing/Unverifiable Social Security
12 Numbers and Withholdings of Taxes and Applicable Penalties. In the event that an Individual
13 Settlement Payment exceeds the threshold amount that must be reported to the Internal Revenue
14 Service by means of a Form 1099, Class Counsel, and the Settlement Administrator, will take all
15 necessary and reasonable steps to obtain W-9's from Class Members and to comply with applicable
16 IRS regulations on issuing 1099's without a social security number or tax entity identification number,
17 and shall take all reasonable and necessary steps to avoid imposition of IRS penalties against the Gross
18 Settlement Amount, including, but not limited to limiting payments below the reportable threshold
19 and/or withholding of taxes and any applicable penalties. The Settlement Administrator will contact
20 Class Members who are entitled to payments that exceed the taxable income threshold twice, with at
21 least thirty (30) days between the two (2) contacts.

22 c. Uncashed Settlement Checks (Class and PAGA). Individual Settlement
23 Payment checks shall remain negotiable for one hundred and eighty (180) calendar days from the
24 postmark date of issuance. If the Individual Settlement Payment check is not cashed, deposited, or
25 otherwise negotiated by the Settlement Class Member within the 180-day deadline, the check will be
26 voided, and the funds associated with any such voided checks shall be paid to Legal Aid at Work's
27 Wage Protection Clinic pursuant to California Code of Civil Procedure section 384. Neither
28 Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any liability for lost or

1 stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of
2 settlement checks or failure to timely cash a settlement check within the 180-day period. The
3 Settlement Administrator shall send a reminder postcard to any Class Member whose settlement
4 distribution check has not been negotiated within sixty (60) days after the date of mailing.

5 d. Certification By Settlement Administrator. The Parties have the right to
6 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
7 Administrator concerning the administration of the Settlement will be resolved by the Court, under
8 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
9 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
10 completion of administration of the Settlement, the Settlement Administrator shall provide written
11 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
12 necessary.

13 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
14 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
15 in the year in which such awards actually are received by the Settlement Class Members. It is expressly
16 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
17 Settlement Class Member to additional compensation or benefits under any company compensation
18 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
19 any Settlement Class Member to any increased pension and/or retirement, or other deferred
20 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
21 provided for in this Agreement are the sole payments to be made by Defendant to the Settlement Class
22 Members in connection with this Settlement, and that the Settlement Class Members are not entitled
23 to any new or additional compensation or benefits as a result of having received the Individual
24 Settlement Payments (notwithstanding any contrary language or agreement in any benefit or
25 compensation plan document that might have been in effect during the period covered by this
26 Settlement).

27 f. Class Representative Service Award. Defendant agrees that it will not oppose
28 or object to a Class Representative Service Award to Plaintiff of up to Seven Thousand Dollars

1 (\$7,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 –
2 MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall
3 be solely and legally responsible to pay any and all applicable taxes on his Class Representative
4 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
5 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
6 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
7 Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative
8 Service Award in any amount, and any amount requested by Plaintiff for the Class Representative
9 Service Award that is not granted by the Court shall return to the Net Settlement Amount and be
10 distributed to Settlement Class Members as provided in this Amended Agreement.

11 g. Class Counsel Award. Defendant agrees not to oppose or object to any
12 application or motion by Class Counsel for attorneys' fees not to exceed thirty-three and one-third
13 percent from the Gross Settlement Amount, or One-Hundred and Forty-Four Thousand, Eight
14 Hundred and Fifty-Five Dollars and Zero cents (\$144,855.00). Defendant further agrees not to oppose
15 any application or motion by Class Counsel for the reimbursement of any costs or expenses associated
16 with Class Counsel's prosecution of this matter from the Gross Settlement Amount not to exceed
17 \$17,000. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
18 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
19 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not
20 contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.
21 Any amount requested by Class Counsel for the Class Counsel Award and costs that are not granted
22 by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
23 Members as provided in this Agreement.

24 h. Settlement Administration Costs. The Settlement Administrator shall be paid
25 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
26 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
27 Twelve Thousand Dollars (\$12,000.00). Prior to the filing of a motion for final approval of this
28 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the costs

1 of administration. Any amount requested by the Settlement Administrator for administration costs that
2 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
3 Class members as provided in this Settlement Agreement. Defendant will pay any fees incurred by
4 the Settlement Administrator if the settlement is not approved.

5 i. PAGA Payment. Thirty Thousand dollars (\$30,000) from the Gross Settlement
6 Amount will be allocated to penalties under PAGA. Sixty-five percent (65%) of that amount, or
7 \$19,500, will be paid to the LWDA and thirty-five (35%) of that amount, or \$10,500, will be paid
8 to the PAGA Members based upon Compensable PAGA Work Weeks as determined by the
9 PAGA Payment Ratio as set forth in Paragraph 25. This PAGA Payment is made pursuant to
10 California Labor Code § 2699(i).

11 55. Tax Liability: Class Counsel and Defendant make no representation as to the tax
12 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
13 Members are not relying on any statement or representation by Class Counsel or Defendant in this
14 regard. Plaintiff and Settlement Class Members understand and agree that they will be solely
15 responsible for the payment of any taxes and penalties assessed on their respective payments described
16 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
17 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
18 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
19 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
20 the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this
21 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
22 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
23 be modified in a manner to bring Defendant into compliance with any such changes.

24 56. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
25 Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement
26 Administration Costs, Defendant's share of employer payroll taxes and PAGA Payment, shall all be
27 distributed by the Settlement Administrator within (10) calendar days of receipt of the full Gross
28 Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the

1 Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class
2 and PAGA Members addresses using the National Change of Address Database.

3 57. Additional Compensable Work Weeks. It is currently estimated that Class Members
4 worked 30,407 Compensable Work Weeks as confirmed by Defendant. Defendant shall provide
5 Plaintiff within ten (10) days of notice that Plaintiff intends to file a Motion for Preliminary Approval,
6 the current number of Compensable Work Weeks. If the number of Compensable Work Weeks
7 identified during the Class Period exceeds 7% or more of Compensable Work Weeks (i.e., 32,535
8 Compensable Work Weeks), the Gross Settlement Amount will be increased on a pro rata basis
9 according to the number of additional Compensable Work Weeks in excess of 7% percent of the total
10 number of Compensable Work Weeks during the Class Period.

11 58. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
12 the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final
13 approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b)
14 the Class Counsel Awards; (c) the Class Representative Service Award; (d) PAGA Payment; and (e)
15 the Settlement Administration Costs.

16 59. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
17 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
18 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
19 (d) the Settlement does not become final for any other reason; or (e) the Court fails or refuses to
20 approve any material condition of this Settlement Agreement which effects a fundamental change of
21 the Settlement Agreement, this entire Settlement Agreement shall be null and void and
22 unenforceable as to all Parties herein at the option of any Party but remains protected by California
23 Evidence Code Section 1152, and any order or judgment entered by the Court in furtherance of this
24 Settlement shall be treated as void from the beginning. In such cases, the Parties and any funds to be
25 awarded under this Settlement shall be returned to their respective statuses as of the date and time
26 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
27 if this Agreement had not been executed, except that any fees already incurred by the Settlement
28 Administrator shall be paid by Defendant. Further, if the Settlement Agreement is voided or fails

1 for any reason, Plaintiff and Defendant will have no further obligations under the Settlement
2 Agreement, including any obligation by Defendant to pay the Settlement Amount, or any amounts
3 that otherwise would have been owed under this Settlement Agreement. In the event an appeal is
4 filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought,
5 administration of the Settlement shall be stayed pending final resolution of the appeal or other
6 appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of
7 the filing of an appeal from the Court's Final Approval Order and Judgment, or any other appellate
8 review, shall be paid to the Settlement Administrator by the party or person that filed the appeal,
9 within thirty (30) calendar days of said notification.

10 60. No Admission by Defendant. Defendant denies any and all claims alleged in this
11 Action and deny all wrongdoing whatsoever. This Settlement Agreement is not a concession or
12 admission and shall not be used against Defendant as an admission or indication with respect to any
13 claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant's desire to settle
14 and compromise the matters at issue in the Action to avoid further substantial expense and the
15 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into
16 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
17 defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member, has
18 determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class be
19 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

20 61. Mutual Non-Disparagement. The Parties mutually agree that they shall not publicly
21 assert, declare, avow, lay claim to, or in any other manner represent that any of them engaged in
22 actions or conduct with the purpose of attempting to harass, embarrass, ridicule, demean, demote,
23 defame, or otherwise denigrate each other, and any of them, their good name(s), personal and/or
24 professional reputations, and/or community standing. In the event of an employment inquiry regarding
25 the Plaintiff, Defendant shall only provide dates of employment and last position held. The Parties
26 and their counsel agree not to issue any press releases, initiate contact with press, or respond to press
27 inquiry regarding the Settlement.

28 62. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize

1 the settlement, including the Memorandum of Understanding, the fact of the Settlement, its
2 terms or contents, and the negotiations underlying the Settlement, in any manner or form,
3 directly or indirectly, to any person or entity, except potential class members and as shall be
4 contractually required to effectuate the terms of the Settlement as set forth herein. For the
5 avoidance of doubt, this section means Plaintiff and Class Counsel will not issue press releases,
6 communicate with, or respond to any media or publication entities, publish information in
7 manner or form, whether printed or electronic, on any medium or otherwise communicate,
8 whether by print, video, recording or any other medium, with any person or entity concerning
9 the Settlement, including the fact of the Settlement, its terms or contents and the negotiations
10 underlying the Settlement, except as shall be contractually required to effectuate the terms of the
11 Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel to
12 prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the
13 Parties in this action and the venue/case number of this action (but not any other settlement
14 details) for such purposes.

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

20 64. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
21 except such proceedings necessary to implement and complete the Settlement, holding the Action in
22 abeyance pending the final approval hearing to be conducted by the Court.

23 65. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
24 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
25 with this Agreement shall be resolved as follows:

26 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
27 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has
28

1 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
2 alleged violation.

3 b. Upon receiving notice of the alleged violation or dispute, the responding Party
4 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
5 with the reasons why the Party disputes all or part of the allegation.

6 c. If the response does not address the alleged violation to the initiating Party's
7 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
8 differences.

9 d. If Class Counsel and Defendant's Counsel are unable to resolve their
10 differences after twenty (20) calendar days, either Party shall first contact the mediator (Doug Leach,
11 Esq.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion
12 for enforcement with the Court. The briefing of such motion should be in letter brief form and shall
13 not exceed five (5) single-spaced pages (excluding exhibits).

14 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
15 this Section may be recovered by any Party that prevails under the standards set forth within the
16 meaning of applicable law.

17 66. Notice. Unless otherwise specifically provided herein, all notices, demands or other
18 communications given hereunder shall be in writing and shall be deemed to have been duly given as
19 of the third business day after (i) emailing and (ii) mailing by United States registered or certified
20 mail, return receipt requested, addressed:

21 To the Settlement Class:

22 THE WHEELER LAW FIRM, APC
23 Scott Ernest Wheeler
24 Justin A. Wheeler
25 250 West First Street, Suite 216
26 Claremont, California 91711
27 Telephone: (909) 621-4988
28 Facsimile: (909) 621-4622
 Email: sew@scottwheelerlawoffice.com
 jaw@scottwheelerlawoffice.com

To Defendant:

1 McPHARLIN SPRINKLES & THOMAS LLP
2 Jeanine D. DeBacker
3 720 University Ave., Ste. 250B
4 Los Gatos, CA 95032
Telephone: (408) 293-1900
jdebacker@mstpartners.com

5 67. Amendment or Modification. This Agreement may be amended or modified only by
6 a written instrument signed by counsel for all Parties and approved by the Court.

7 68. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
8 the entire Agreement among these Parties, and no oral or written representations, warranties, or
9 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
10 representations, warranties, and covenants contained and memorialized in the Agreement and its
11 Exhibits.

12 69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this
14 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
15 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
16 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
17 and use their best efforts to affect the implementation of the Settlement. In the event the Parties are
18 unable to reach agreement on the form or content of any document needed to implement the
19 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
20 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
21 disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants
22 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
23 warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part
24 of a claim, covered by this Settlement to a third-party.

25 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
26 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 71. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
28 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
2 or rights released and discharged by this Settlement Agreement.

3 72. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
4 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
5 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
6 part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
7 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
8 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
9 all related documents such as the notices, and motions for preliminary and final approval, shall,
10 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
11 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,
12 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of
13 this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is not
14 approved, the stipulation will be of no force or effect.

15 73. California Law Governs. All terms of this Settlement Agreement and the Exhibits
16 hereto shall be governed by and interpreted according to the laws of the State of California.

17 74. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
18 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
19 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

20 75. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6
21 and California Rules of Court. Rule 3.769(h), the Court shall retain jurisdiction with respect to the
22 interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all
23 orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit
24 to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
25 settlement embodied in this Agreement and all orders and judgments entered in connection therewith.
26 All terms of this Settlement Agreement are subject to approval by the Court.

27 76. Construction. The Parties hereto agree that the terms and conditions of this Settlement
28 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that

1 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
2 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
3 and Defendant expressly waive the common-law and statutory rule of construction that ambiguities
4 should be construed against the drafter of an agreement and further agree, covenant, and represent that
5 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
6 according to its fair meaning.

7 77. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
8 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope
9 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
10 contractual and not merely a recital.

11 78. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
12 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
13 successors and assigns.

14 79. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
15 because the members of the Settlement Class are numerous, it is impossible or impractical to have
16 each Settlement Class Member execute this Settlement Agreement. The Notice will advise all
17 Settlement Class Members of the binding nature of the release provided herein and such Release
18 shall have the same force and effect as if this Settlement Agreement were executed by each
19 Settlement Class Member.

20 80. Voluntary Agreement. The Parties acknowledge that they have entered into this
21 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
22 or undue influence of any Party, and not in reliance on any promises, representations, or statements
23 made by the other Parties other than those contained in this Settlement Agreement. Each of the
24 Parties hereto expressly waives any right they might ever have to claim that this Settlement
25 Agreement was in any way induced by fraud.

26 81. Opportunity to Consult with Counsel. Prior to execution of this Settlement
27 Agreement, each Party has read this entire Settlement Agreement and has been given the
28 opportunity to consult with independent counsel of their choosing and to have such independent

counsel advise as to the meaning of this Settlement Agreement and its legal effect.

82. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange by facsimile or electronic image (i.e., as a ".pdf" file) counterparts of the signature pages and/or sign by electronic means (i.e., with DocuSign).

83. Invalidity of Any Provision. Before declaring any provision of this Settlement 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.

Dated: 10/29/2025

By: 
DIANA C. MERINO

Dated: 10/28/2025

By: 
HINES SERVICES INC., INC.


Title:

APPROVED AS TO FORM:

Dated: THE WHEELER LAW FIRM, APC

By: _____
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class

Dated: McPHARLIN SPRINKLES & THOMAS LLP

1 counsel advise as to the meaning of this Settlement Agreement and its legal effect.

2 82. Counterparts. This Settlement Agreement may be executed in counterparts, and when
3 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
4 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
5 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
6 signatures shall have the same force and effect as an original. To facilitate execution and delivery of
7 this Agreement, the Parties may execute and exchange by facsimile or electronic image (i.e., as a
8 “.pdf” file) counterparts of the signature pages and/or sign by electronic means (i.e., with DocuSign).

9 83. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
11 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
12 and enforceable.

13
14 Dated: _____

By: _____
DIANA C. MERINO

15
16 Dated: 10/28/2025

By: 
HINES SERVICES INC., INC.

17
18
19 CEO
Title: _____

20 APPROVED AS TO FORM:

21 Dated: 10/29/2025

22 THE WHEELER LAW FIRM, APC

23
24 By: 

Scott Ernest Wheeler
Justin A. Wheeler

25
26 *Attorneys for Plaintiff and the Putative Class*

27 Dated: _____

McPHARLIN SPRINKLES & THOMAS LLP

1 October 29, 2025

2 By: _____

3 
Jeanine D. DeBacker

4 *Attorneys for Defendant*

EXHIBIT 1

CLASS NOTICE

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

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Diana C. Merino v. Hines Services Inc.*, Superior Court of the State of California for the County of Santa Clara, Case No.: 24CV448784 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Hines Services Inc. (“Defendant”) records show that you belong to the following “Class” of all current and former nonexempt, hourly employees who worked at Defendant at any time during the Class Period and therefore are a “Class Member”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act of 2004 (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

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

All nonexempt hourly employees who worked at any time for Defendant in the state of California from October 4, 2020, through September 15, 2025 (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

Also, according to Defendant’s records, you may have been employed by Defendant for some period of time between October 4, 2020, through September 15, 2025. If so, you are also a PAGA Member.

What is this case about?

In the Action, Diana C. Merino (“Plaintiff”) alleges on behalf of himself and the Class the following claims against Defendant: (a) failure to provide required meal periods and meal period premiums, California Labor Code Sections 226.7, 510, 512, 1194, 1197, IWC Wage Order Nos. 5-2001 and 16-2001, Section 11; (b) failure to provide required rest periods and rest period premiums, California Labor Code Sections 226.7, 512, and IWC Wage Order Nos. 5-2001 and 16-2001, Section 12; (c) failure to pay overtime wages, California Labor Code Sections 510, 1194, 1198 and IWC Wage Order Nos. 5-2001 and 16-2001, Section 11; (d) failure to pay minimum wages, California Labor Code Sections 1194, 1197, and IWC Wage Order Nos. 5-2001 and 16-2001, Section 4; (e) failure to timely pay wages Sections 204 and 210; (f) failure to timely pay all wages during employment and to discharged and quitting employees, California Labor Code Sections 201, 202 and 203; (g) failure to furnish accurate, itemized wage statements, in violation of California Labor Code Sections 226, 246, 248.1, 248.2, 248.6; and IWC Wage Order Nos. 5-2001 and 16-2001, Section 6; (h) failure to maintain required records, in violation of California Labor Code Sections 226, 274.5, 248.2, 248.6, 1174, and IWC Wage Order Nos. 5-2001, and 16-2001, Section 11; (i) failure to reimburse necessary business expenses, California Labor Code Section 2802; (j) failure to pay and provide supplemental COVID-19 sick leave, in violation of California Labor Code Sections 246, 248.1, 248.2, and 248.6; (k) unlawful business practices under California, Business and Professions Code Section 17200, et seq. predicated on any of the violations of the California Labor Code and the applicable IWC Wage Order as alleged in the Operative Complaint including but not limited to, claims for restitution and other equitable relief, liquidated damages, or penalties; and any other benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights asserted in the Operative Complaint. Plaintiff also alleges on behalf of himself and “aggrieved employees” a claim for civil penalties under the Private Attorneys General Act (Cal. Labor Code Sections 2698-2699.5.)

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the Class and PAGA Representative Action Complaint (“Operative Complaint”). The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses; however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

THE WHEELER LAW FIRM, APC
Scott Ernest Wheeler
Justin A. Wheeler
250 West First Street, Suite 216
Claremont, California 91711
Telephone: (909) 621-4988
Facsimile: (909) 621-4622
Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com

Defendant’s Counsel

McPHARLIN SPRINKLES &
THOMAS LLP
Jeanine D. DeBacker
720 University Ave., Ste. 250B
Los Gatos, CA 95032
Telephone: (408) 293-1900
jdebacker@mstpartners.com

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$435,000 (the “Gross Settlement Amount”). It is estimated that, subject to Court approval, after deducting the attorney’s fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency

("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from the Gross Settlement Amount, there will be a Net Settlement Amount of at least \$ [REDACTED].

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Pay Periods worked by each Settlement Class Member to the total number of Pay Periods worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of October 4, 2020, through September 15, 2025, you worked [REDACTED] Compensable Pay Periods in California, and therefore, your settlement payment as a Class Member is estimated to be \$ [REDACTED].

According to Defendant's records, during the period of July 26, 2023, through September 15, 2025, you worked [REDACTED] Compensable PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$ [REDACTED].

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for Class Members varies from [REDACTED] to [REDACTED]. Your estimated recovery is [REDACTED]. PAGA Payments for penalties to PAGA Members will range from [REDACTED] to [REDACTED]. Your estimated PAGA Payment is [REDACTED].

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline], or by e-mail by [REDACTED]. The dispute must: (1) contain your full name and address; (2) contain the case name and case number (*Diana C. Merino v. Hines Services Inc.*, Superior Court of the State of California for the County of Santa Clara, Case No.: 24CV448784; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also dispute your Compensable PAGA Pay Periods by following the same process you can use to dispute your Compensable Pay Periods set forth above. You should attach all documentation in support of your dispute.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement Class Member will be paid to the designated *cy pres* recipient, Legal Aid at Work. All funds attributable to PAGA penalties that are not timely negotiated by a PAGA Member will also be paid to Legal Aid at Work.

The settlement payment issued to you will be allocated as follows: twenty-five percent (25%) as wages, sixty-five percent (65%) as penalties, and ten percent (10%) as interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. Penalties and interest will be subject to a 1099 form. None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to One Hundred and Forty-Four Thousand, Eight Hundred and Fifty-Five Dollars and Zero Cents (\$144,855) or 1/3 of the Gross Settlement Amount,

and reimbursement of reasonable litigation costs not to exceed \$17,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$7,000 for Plaintiff's efforts in representing the Class. The cost of administering the Settlement will not exceed \$10,000. A payment in the amount of \$19,500 will also be made to the LWDA for its share of PAGA penalties, while \$10,500 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the Effective Date, shall fully and finally release and discharge Released Parties, from October 4, 2020, through September 15, 2025, in exchange for the consideration provided under this Settlement, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Orders 5-2001 and 16-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Sections 226.7, 512 and Industrial Welfare Orders 5-2001 and 16-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Orders 5-2001 and 16-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Orders 5-2001, and 16-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to provide accurate itemized wage statements in violation of Labor Code Sections 226, 246, 248.1, 248.2, 248.6, and Industrial Welfare Orders 5-2001 and 16-2001, Section 7; (8) failure to maintain required records in violation of Labor Code Sections 226, 247.5, 248.2, 2498.6, 1174, and Industrial Welfare Orders 5-2001 and 16-2001, Section 7; (9) failure to indemnify for necessary business expenditures incurred in the discharge of duties, in violation of Labor Code Section 2802; (10) failure to provide sick leave and supplemental COVID-19 sick leave, in violation of Labor Code Sections 246, 248.1, 248.2 and 248.6, and (11) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200.

In addition, Settled PAGA Claims refers to penalties only under the Private Attorneys General Act ("PAGA"), based upon the Released Claims by PAGA Members that serves the basis for penalties only pursuant to Labor Code Section 2699 *et seq.*, for: (a) failure to provide required meal periods and meal period premiums, California Labor Code Sections 226.7, 510, 512, 558, and IWC Wage Order Nos. 5-2001 and 16-2001, section 11; (b) failure to provide required rest periods and rest period premiums, California Labor Code §§ 226.7, 512 and IWC Wage Order Nos. 5-2001 and 16-2001, section 12; (c) failure to pay overtime wages, California Labor Code Sections 510, 1194, 1198 and IWC Wage Order Nos. 5-2001 and 16-2001, Section 3; (d) failure to pay minimum wages, California Labor Code Sections 1194, 1197 and IWC Wage Order Nos. 5-2001 and 16-2001, Section 4; (e) failure to timely pay all wages due during employment, California Labor Code Sections 204 and 210; (f) failure to pay all wages to discharged and quitting employees, California Labor Code Sections 201, 202, 203; (g) failure to maintain required records, California Labor Code §§ 226, 226.3, 1174, and IWC Wage Order Nos. 5-2001 and 16-2001, Section 7; (h) failure to furnish accurate, itemized wage statements, California Labor Code Sections 226, 226.2 and IWC Wage Order Nos. 5-2001 and 16-2001, Section 7; (i) failure to reimburse for necessary business expenses, California Labor Code Section 2802; and (j) failure to furnish or provide all documents signed or obtained during employment pursuant to Labor Code Section 432; predicated on the facts alleged in Plaintiff's Operative Complaint filed on October 4, 2024 and LWDA PAGA Notice dated July 26, 2024, during the period from July 26, 2023, through September 15, 2025.

Released Parties" collectively mean: (i) Defendant; and (ii) Defendant's current and former officers, directors, employees, agents and affiliates.

Effective Date means the date on which the Superior Court's Final Approval Order and Judgment becomes final. The Superior Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; or (c) if there is an Objection

to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above. **OPTION B. If You Do Not Want To Be Bound By The Settlement.** If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to Phoenix Settlement Administrators by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name and address; (2) contain the case name and case number; and (3) a clear statement that you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it orally or in writing. If you wish to object to the Settlement, you may do so orally at the Final Approval Hearing without the need to submit a written objection. If you want to make a written objection, you can do so by submitting a written Objection by the Response Deadline to the Settlement Administrator by U.S. Mail at Post Office Box 7208, Orange, CA 92863, or e-mail the written Objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) your full name and address; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection should be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you regarding the objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

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

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 19 at Superior Court of California, County of Santa Clara, 191 N. 1st Street, Santa Clara, California 95113. The final approval hearing may be continued without further notice to Class Members. If you file an objection to the Settlement, the Settlement Administrator will notify you if the final approval hearing is continued. You may appear at the Final Approval Hearing at your expense, either in person, telephonically, by Microsoft Teams by using the Court's Remote Appearance Link (https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml), or through an attorney at

your own expense. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, are accessible and may be examined: (a) online on the Superior Court of California, County of Santa Clara's Website at <https://www.scefiling> and https://www.scscourt.org/online_services/case_info.shtml or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

The Settlement Administrator maintains a website at (**INSERT WEBSITE ADDRESS**) which provides links to important documents for your review regarding this matter.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE