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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DIANE GUERRA, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

SCHNEIDER ELECTRIC IT
CORPORATION; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIVRS2400946

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: September 16, 2024

This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement” or “Settlement” or “Agreement”) is made by and between Plaintiff Diane Guerra (“Plaintiff”) and Defendant Schneider Electric IT Corporation (“Defendant”) (Plaintiff and Defendant collectively, the “Parties,” and individually “Party”).

1. DEFINITIONS.

1.0. “Action” means *Guerra v. Schneider Electric IT Corporation*, Superior Court of the State of California, County of San Bernardino, Case No. CIVRS2400946.

1.1. “Administrator” means Simpluris, Inc., the neutral entity the Parties have designated to administer the Settlement.

1.2. “Administration Expenses Payment” means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement, not to exceed \$9,000.00.

1.3. “Aggrieved Employees” means all current and former non-exempt, hourly employees of Defendant in the State of California from August 31, 2023, through May 16, 2025.

1.4. “Class” means all current and former non-exempt, hourly employees of Defendant in the State of California from September 16, 2020, through May 16, 2025, who have not signed a release with Defendant.

1.5. “Class Counsel” means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.

1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not to exceed \$283,333.33 or one-third of the Gross Settlement Amount, whichever is greater.

1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action, not to exceed \$18,000.00.

1.8. “Class Data” or “Class List” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing

address, last known telephone number, Social Security number, start and end dates of active employment as a non-exempt employee of Defendant in the State of California, total number of Workweeks and/or PAGA Pay Periods, and any other information required by the Administrator to effectuate this Agreement.

1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.

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

1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from September 16, 2020, through May 16, 2025.

1.13. “Class Representative” means the named Plaintiff in the Action, Diane Guerra.

1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$10,000.00.

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

1.16. “Defendant” means the named Defendant in the Action, Schneider Electric IT Corporation.

1.17. “Defense Counsel” means Lonnie D. Giamela and Sergio C. Ponce of Fisher & Phillips LLP.

1.18. “Effective Date” means the date both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating

Class Member objects to the Settlement, the day the Court enters the Judgment; (b) if one or more Participating Class Members object(s) to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.20. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$850,000.00, the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 7.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”) section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699(m).

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

- 1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means the period from August 31, 2023, through May 16, 2025.
- 1.31. “PAGA” means the Private Attorneys General Act, Labor Code sections 2698, *et seq.*
- 1.32. “PAGA Notice” means Plaintiff’s August 31, 2024 letter to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA claims, not to exceed \$75,000.00.
- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. “Plaintiff” means the named Plaintiff in the Action, Diane Guerra.
- 1.36. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.38. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.39. “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

1.40. "Request for Exclusion" means a Class Member's written request to be excluded from the Settlement.

1.41. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and shall be the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Administrator have the authority to unilaterally extend the deadline for Class Members to mail a Request for Exclusion or Objection.

1.42. "Workweek" means any week in which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.0. On August 31, 2024, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations and PAGA Penalties pursuant to Labor Code section 2699.3(a).

2.1. On September 16, 2024, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.2. On December 23, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of the Private Attorneys General Act of 2004, *as modified*.

2.3. On April 1, 2025, the Parties attempted to resolve the Action through private mediation with experienced wage-and-hour class and representative action mediator, Marc Feder, Esq. A settlement in principle was reached the same day.

2.4. Prior to mediation, Plaintiff obtained through informal discovery, in addition to other data and documents, a nearly 100% sample of the time and corresponding payroll records of the Class and Defendant's employee handbooks and policies in effect during the Class Period.

3. MONETARY TERMS.

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.0 below, Defendant will pay \$850,000.00 as the Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class Representatives of not more than \$10,000.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment

1 using IRS Form 1099. Plaintiff shall be solely and legally responsible for
2 paying any and all applicable taxes on this payment and shall hold Defendant
3 harmless from any claim or liability for taxes, penalties, or interest arising as a
4 result of the payments. Defendant makes no representations as to the tax
5 treatment or legal effect of the payments called for herein, and Plaintiff is not
6 relying on any statement or representation by Defendant or its counsel in this
7 regard.

8 3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed \$283,333.33 or
9 one-third of the Gross Settlement Amount, whichever is greater, and a Class
10 Counsel Expenses Payment not to exceed \$18,000.00. Defendant will not
11 oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses
12 Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will
13 file a Motion supporting the Class Counsel Fees and Class Counsel Expenses
14 Payments no later than sixteen (16) court days before the Final Approval
15 Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel
16 Expenses Payments that are less than the amounts requested, the Administrator
17 will allocate the remainder to the Net Settlement Amount. Released Parties shall
18 have no liability to Class Counsel or any other Plaintiff's Counsel arising from
19 any claim to any portion of any Class Counsel Fee and/or Class Counsel
20 Expenses Payments. The Administrator will pay the Class Counsel Fees and
21 Class Counsel Expenses Payments using one or more IRS 1099 Forms. Class
22 Counsel assumes full responsibility and liability for taxes owed on the Class
23 Counsel Fees and Class Counsel Expenses Payments. Class Counsel hold
24 Defendant harmless, and indemnify Defendant, from any dispute or controversy
25 regarding any division or sharing of any of these Payments.

26 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
27 \$9,000.00, except for a showing of good cause and as approved by the Court.
28 Plaintiff and/or Class Counsel will file a Motion supporting the Administration

1 Expenses Payment no later than sixteen (16) court days prior to the Final
2 Approval Hearing. If the Court approves of an Administration Expenses
3 Payment that is less than the amount requested, or if the Administration
4 Expense Payment is less than the amount allocated under this Agreement, the
5 Administrator will allocate the remainder to the Net Settlement Amount. To the
6 extent the actual Administration Expenses Payment is greater than \$9,000.00,
7 such excess amount will be taken from the Gross Settlement Amount, subject to
8 the Court's approval.

9 3.1.3.1. To Each Participating Class Member: An Individual Class Payment
10 calculated by (a) dividing the Net Settlement Amount by the total
11 number of Workweeks worked by all Participating Class Members
12 during the Class Period and (b) multiplying the result by each
13 Participating Class Member's Workweeks. Non-Participating Class
14 Members will not receive an Individual Class Payment. The
15 Administrator will retain amounts equal to their Individual Class
16 Payments in the Net Settlement Amount for distribution to Participating
17 Class Members on a pro rata basis.

18 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
19 each Participating Class Member's Individual Class Payment will be
20 allocated to the settlement of claims for wages (the "Wage Portion").
21 The Wage Portions are subject to tax withholding and will be reported
22 on an IRS W-2 Form. Eighty percent (80%) of each Participating Class
23 Member's Individual Class Payment will be allocated to the settlement
24 of claims for interest and penalties (the "Non-Wage Portion"). The Non-
25 Wage Portions are not subject to wage withholdings and will be
26 reported on IRS 1099 Forms. Participating Class Members assume full
27 responsibility and liability for employee taxes owed on their Individual
28 Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$75,000.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$48,750.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$26,250.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Funding of Gross Settlement Amount. The Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within fourteen (14) calendar days of the Effective Date.

4.1. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendant funds the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Expenses Payment, and Class Representative Service Payment shall not precede disbursement of the Individual Class Payments and Individual PAGA Payments.

1 4.1.1. The Administrator will issue checks for the Individual Class Payments and/or
2 Individual PAGA Payments and send them to the Class Members via First
3 Class U.S. Mail with postage prepaid. Before mailing any checks, the
4 Administrator must update the recipient's mailing addresses using the National
5 Change of Address Database. The face of each check shall prominently state the
6 date the check will be voided. Each check will be voided 180 days after the date
7 of mailing ("void date"). The Administrator will cancel all checks not cashed by
8 the void date. The Administrator will send checks for Individual Class
9 Payments to all Participating Class Members, including those for whom a Class
10 Notice was returned undelivered. The Administrator will send checks for
11 Individual PAGA Payments to all Aggrieved Employees, including Non-
12 Participating Class Members who qualify as Aggrieved Employees and those
13 for whom a Class Notice was returned undelivered. The Administrator may
14 send Participating Class Members a single check combining the Individual
15 Class Payment and Individual PAGA Payment.

16 4.1.2. No later than fourteen (14) calendar days after receiving a returned check, the
17 Administrator must re-mail checks to the USPS forwarding address provided or
18 to an address ascertained through the Class Member Address Search for Class
19 Members whose checks are returned undelivered without a USPS forwarding
20 address. Thereafter, the Administrator need not take further steps to deliver
21 checks to Class Members whose re-mailed checks are returned as undelivered.
22 However, the Administrator shall promptly send a replacement check to any
23 Class Member whose original check was lost or misplaced and who requests the
24 replacement before the void date. Each remailed check will be voided 180 days
25 after the original date of mailing.

26 4.1.3. For any Class Member whose Individual Class Payment check or Individual
27 PAGA Payment check is uncashed and cancelled after the void date, or for any
28 Class Member whose envelope is returned and no forwarding address can be

located for the Class Member after reasonable efforts have been made, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure ("CCP") section 384(b).

4.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members, such as 401(k) contributions or bonuses, beyond those specified in this Agreement. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date Defendant fully funds the entire Gross Settlement Amount and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties from any and all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful termination, such as by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*; and the law of contract and tort. This release excludes the release of claims not permitted by law. As to Plaintiff's Further Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of Section 1542 of the California Civil Code ("Plaintiff's Released Claims").

5.0.1. Plaintiff's Release excludes the release of claims not permitted by law. Further, notwithstanding Section 1542 of the California Civil Code, and to implement a complete release and discharge of Plaintiff's Released Claims, Plaintiff expressly acknowledges that this Settlement is intended to include in its effect, without limitation, all of Plaintiff's Released Claims, which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all of Plaintiff's Released Claims.

5.1. Release by Participating Class Members: All Participating Class Members, including Plaintiff, fully and finally release and discharge the Released Parties from any and all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the First Amended Class and Representative Action Complaint, meaning all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and causes of action of every nature and description, arising from any and all claims which were asserted in the Action or reasonably could have been asserted based on the facts alleged in the Action and arising during the Class Period of this Settlement, unaffected by any uncertainties and/or changes in the law, including statutory, constitutional, or common law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys' fees, litigation costs, restitution, equitable relief, or other relief under California Business & Professions Code §§ 17200, *et seq.*, based on the following categories of allegations: failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, failure to maintain required records, failure to pay rest period premiums, failure to pay meal period premiums, failure to pay wages, and unfair business practices. It is the intent of this release to release all claims asserted in the Action and all claims that could have been asserted based upon the facts alleged in the Action, whether or not labelled as a claim or cause of action (collectively, the "Released Class Claims").

5.1.1. The Participating Class Members' Release excludes the release of claims not permitted by law and is limited to claims arising during the Class Period.

5.2. Release by Aggrieved Employees: All Aggrieved Employees, including Plaintiff, and the LWDA fully and finally release and discharge the Released Parties from any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the First Amended Class and Representative Action Complaint or the PAGA Notice, including failure to pay overtime compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or resignation, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, failure to reimburse necessary business-related expenses, and violations of Labor Code sections 98.6, 201, 202, 203, 204, 210, 218, 222, 225.5, 226 *et seq.*, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, 2699, *et seq.*, 2802, 2804, and 2810.5 (collectively, the "Released PAGA Claims"). In line with the holding of *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), because actions under PAGA function as a substitute for an action by the government itself, any judgment will be binding not only on the Plaintiff but also on government agencies and any other Aggrieved Employee not a party to the proceeding. Thus, non-party employees who are Aggrieved Employees cannot sue to recover additional civil penalties for the same Labor Code violations released (but may sue for damages or other remedies for the same violations).

5.2.1. The Aggrieved Employees' Release is limited to claims arising during the PAGA Period and does not release any Aggrieved Employees' claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246,

individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not.

6. SETTLEMENT ADMINISTRATION.

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

6.1. Class Data. No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Settlement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA

Pay Periods in the Class Data.

6.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payments payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

6.4.1. The deadlines for Class Members’ Objections, Challenges to Calculation of Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.2. If the Administrator, Defendant, Defense Counsel, or Class Counsel are contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good

1 faith, to agree on whether to include them as Class Members. If the Parties agree,
2 such person(s) will be Class Members entitled to the same rights as other Class
3 Members, and the Administrator will send, via email or overnight delivery, a
4 Class Notice requiring them to exercise options under this Agreement no later
5 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
6 in the Class Notice, whichever is later.

7 6.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
8 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
9 No later than five (5) days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing (a) the names and other identifying information of Class Members who have
12 submitted valid and timely Requests for Exclusion (“Exclusion List”); (b) the names and
13 other identifying information of Class Members who have submitted invalid Requests for
14 Exclusion; and (c) copies of all Requests for Exclusion submitted, whether valid or
15 invalid.

16 6.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
17 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
18 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
19 valid or invalid), Objections received, Challenges to Workweeks, and/or PAGA Pay
20 Periods received and/or resolved, and checks mailed for Individual Class Payments and
21 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must attach copies
22 of all Requests for Exclusion and objections received.

23 6.7. Administrator’s Declaration. No later than seven (7) business days after the Response
24 Deadline, the Administrator will provide to Class Counsel and Defense Counsel (i) a
25 signed declaration suitable for filing in Court attesting to its due diligence and
26 compliance with all of its obligations under this Agreement, including, but not limited to,
27 its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing
28 of Class Notices, attempts to locate Class Members, the total number of Requests for

1 Exclusion received (whether valid or invalid), the number of Objections received (both
2 valid or invalid), and the total number of Participating Class Members and Workweeks.
3 The Administrator will supplement its declaration as needed or requested by the Parties
4 and/or the Court. Class Counsel is responsible for filing the Administrator's
5 declaration(s) in Court.

6 6.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after
7 the Administrator disburses all funds in the Gross Settlement Amount, the Administrator
8 will provide Class Counsel and Defense Counsel with a final report detailing its
9 disbursements by employee identification number only of all payments made under this
10 Agreement. At least fourteen (14) calendar days before any deadline set by the Court, the
11 Administrator will prepare and submit to Class Counsel a signed declaration suitable for
12 filing in Court attesting to its disbursement of all payments required under this
13 Agreement. Class Counsel is responsible for filing the Administrator's declaration in
14 Court.

15 6.9. Employer Identification Number. The Administrator shall have and use its own
16 Employer Identification Number for purposes of calculating payroll tax withholdings and
17 providing reports state and federal tax authorities.

18 6.10. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
19 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
20 Regulation § 468B-1.

21 6.11. Website, Email Address and Toll-Free Number. The Administrator will establish and
22 maintain and use an internet website to post information of interest to Class Members,
23 including the date, time, and location of the Final Approval Hearing and copies of the
24 Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class
25 Notice, Motion for Final Approval, and Final Approval and Judgment. The
26 Administrator will also maintain and monitor an email address and toll-free telephone
27 number to receive Class Member calls, faxes, and emails.

28 //

1 6.12. Class Members' Options.

2 6.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five
3 (45) calendar days after the Administrator mails the Class Notice (plus an
4 additional fourteen (14) calendar days for Class Members whose Class Notice
5 is re-mailed) to exclude themselves from the Settlement. A Class Member
6 may exclude himself or herself from the Settlement by sending a Request for
7 Exclusion to the Administrator. The Request for Exclusion must be valid and
8 timely. To be valid, the Request for Exclusion must (1) include the Class
9 Member's full name, address, telephone number, and signature, and a written
10 statement requesting to be excluded from the Settlement; (2) state the case
11 name and number of the Action; and (3) be mailed to the specified physical
12 address of the Administrator. To be timely, the Request for Exclusion must be
13 postmarked no later than the Response Deadline. The postmark date will be
14 the exclusive means of determining whether a Request for Exclusion has been
15 timely submitted. A Class Member who does not submit a valid and timely
16 Request for Exclusion will be deemed a Participating Class Member and will
17 be bound by all terms of the Settlement if it is granted Final Approval. If a
18 Class Member's Request for Exclusion is timely, but defective as to the
19 requirements listed herein, that Class Member will be allowed to cure the
20 defect(s). The Administrator will mail the Class Member a cure letter within
21 three (3) business days of receiving the defective submission to advise the
22 Class Member that his or her submission is defective and that the defect must
23 be cured to render the Request for Exclusion valid. The Class Member will
24 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
25 days from the date of the cure letter, whichever date is later, to postmark the
26 revised Request for Exclusion. The Administrator and Class Counsel have the
27 authority to attempt to resolve any Class Member disputes on the validity or
28 timeliness of a Request for Exclusion. However, the Court has the authority to
 make final decisions consistent with the terms of this Agreement on the

validity or timeliness of a Request for Exclusion. The Court's decision shall be final and not appealable or otherwise susceptible to challenge.

6.12.1.1. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.12.1.2. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

6.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. The Challenge to Calculation of Workweeks and/or Pay Periods must be timely. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a Challenge to

1 Calculation of Workweeks and/or Pay Periods has been timely submitted. The
2 Administrator must encourage the challenging Class Member to submit
3 supporting documentation. In the absence of any contrary documentation, the
4 Administrator is entitled to presume that the Workweeks contained in the Class
5 Notice are correct so long as they are consistent with the Class Data. The
6 Administrator shall promptly provide copies of all Challenges to Calculation of
7 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The
8 Administrator, Defense Counsel, and Class Counsel have the authority to attempt
9 to resolve all Class Member challenges over the calculation of Workweeks and/or
10 Pay Periods. However, the Court has the authority to make final decisions
11 consistent with the terms of this Agreement on all Challenges to Calculation of
12 Workweeks and/or Pay Periods. The Court's decision shall be final and not
13 appealable or otherwise susceptible to challenge. All such challenges are to be
14 resolved no later than fourteen (14) calendar days after the Response Deadline.

15 6.12.3. Objections to Settlement. Each Participating Class Members shall have forty five
16 (45) calendar days after the Administrator mails the Class Notice (plus an
17 additional fourteen (14) calendar days for Class Members whose Class Notice is
18 re-mailed) to object to the class action components of the Settlement and/or this
19 Agreement, including contesting the fairness of the Settlement and/or amounts
20 requested for the Class Counsel Fees Payment, Class Counsel Litigation
21 Expenses Payment and/or Class Representative Service Payment. Only
22 Participating Class Members may send written Objections to the Administrator.
23 A Participating Class Member may object to the Settlement by (1) appearing at
24 the Final Approval Hearing and verbally objecting to the Settlement or any term
25 thereof; and/or (2) sending a written Objection to the Administrator. The written
26 Objection must be valid and timely. To be valid, the written Objection must (1)
27 include the Class Member's full name, address, telephone number, and signature,
28 the contact information for any attorney representing the objecting Class

Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action; and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the Response Deadline. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

7. ESCALATOR CLAUSE

Defendant represents that, as of April 1, 2025, the putative Class worked an approximate total of 31,366 workweeks during the period from September 16, 2020, through April 1, 2025. If the number of workweeks during the Class Period exceeds 31,366 by more than 10% (i.e., *exceeds* 34,503), Defendant shall pay the percentage increase in excess of 10% to the Gross Settlement Amount to include the additional workweeks (e.g., an 11% increase in workweeks would result in a 1% increase to the Gross Settlement Amount). However, if this Escalator Clause is triggered, Defendant may alternatively choose to end the Class Period on the date before it would otherwise be triggered. Defendant will be prepared to inform the Court at the Preliminary Approval Hearing whether this Escalator Clause has been triggered and whether it has chosen to exercise this alternative.

8. DEFENDANT'S RIGHT TO WITHDRAW.

If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant elects to withdraw from the Settlement, Defendant must meet and confer with Class Counsel no later than fourteen (14) calendar days after expiration of the Response Deadline, and Defendant will be responsible for paying all settlement administration expenses incurred to that point. Further, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

9. FINAL APPROVAL.

9.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement

that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment.

9.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

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

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Expenses Payment reflected set forth in the instant Settlement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to

perform under this Agreement will be suspended until the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

11.0. Entire Agreement. This Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms.

11.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions,

nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does not occur, the Parties agree that this Agreement is void, but remains protected by California Evidence Code section 1152.

11.2. Class Certification or Representative Manageability for Other Purposes. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, Plaintiff reserves the right to move for class certification on any grounds available, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

11.3. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement;

and/or (3) as required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website.

11.4. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

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

11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.8. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement

valid and enforceable.

11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

11.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense 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.

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

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

11.15. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California,

without regard to conflict of law principles.

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

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

11.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

11.19. Headings. The descriptive heading of any Section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

11.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them

1 will be deemed to be one and the same instrument if counsel for the Parties will
2 exchange between themselves signed counterparts. Any executed counterpart will be
3 admissible in evidence to prove the existence and contents of this Agreement.

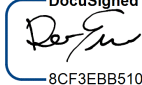
4 11.22. Binding Agreement. The Parties warrant that they understand and have full authority to
5 enter into this Settlement, intend that this Agreement will be fully enforceable and
6 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
7 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
8 that otherwise might apply under federal or state law. Plaintiff, and not her
9 representative(s), must personally execute this Agreement. An authorized officer of
10 Defendant must execute this Agreement on behalf of Defendant. This Agreement shall
11 become binding and enforceable pursuant to CCP section 664.6.

12 11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
13 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
14 further agree that upon the signing of this Agreement that pursuant to CCP section
15 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
16 entire period of this settlement process.

17 *Signatures on the following page.*
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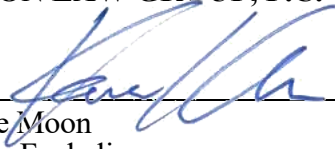
Plaintiff & Class Representative:

Dated: 8/13/2025 , 2025

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By: _____
Plaintiff, Diane Guerra

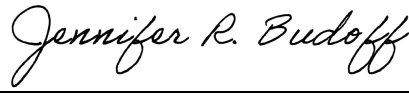
Plaintiff's Counsel:

Dated: August 6 , 2025

MOON LAW GROUP, P.C.
By:  _____
Kane Moon
Allen Feghali
Jacquelyne VanEmmerik
Attorney for Plaintiff, Diane Guerra

Defendant:

Dated: July 31 , 2025

On behalf of Defendant, Schneider Electric IT Corporation
Jennifer R. Budoff
By: _____
Print Name
 _____
Signature
VP, Head of Litigations & US Litigation and Employment Law
Title

Defendant's Counsel:

Dated: July 31 , 2025

FISHER & PHILLIPS LLP
By:  _____
Lonnie D. Giamela
Sergio C. Ponce
Attorneys for Defendant, Schneider Electric IT Corporation