

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Marissa Riemann (“Plaintiff”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to allegedly aggrieved employees, and Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together, “Defendants”) (collectively, Plaintiff and Defendants are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the PAGA Employees (as defined herein), and Defendants, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On September 3, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants (“PAGA Letter”).

2. On September 6, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County Superior Court Case No. 24CU009870C (“Action”), thereby commencing a putative class action against Defendants.

3. On November 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which added a cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Sections 2698, *et seq.* (“PAGA”) against Defendants.

4. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure

1 to reimburse necessary business expenses, for violations of California Business & Professions Code
2 Sections 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
3 penalties under PAGA based on the aforementioned California Labor Code violations.

4 5. Defendants deny all material allegations set forth in the Action and have asserted
5 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
6 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
7 Released PAGA Claims (as defined herein).

8 6. Class Counsel diligently investigated the class and PAGA claims against Defendants,
9 including any and all applicable defenses and the applicable law. The investigation included, *inter*
10 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
11 The Parties have engaged in informal discovery and investigation to assess the relative merits of the
12 claims and contentions of the Parties.

13 7. On September 3, 2025, the Parties participated in mediation with Gig Kyriacou, Esq.
14 (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance of
15 the Mediator's evaluations, the Parties reached the settlement that is memorialized herein. The Parties'
16 settlement discussions were conducted at arm's length, and the Settlement is the result of an informed
17 and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks
18 associated with continued litigation. Based on Class Counsel's investigation and evaluation, Class
19 Counsel believes that the Settlement with Defendants for the consideration and on the terms set forth
20 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
21 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
22 including the risk of significant delay and uncertainty associated with litigation and various defenses
23 asserted by Defendants.

24 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
25 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
26 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
27 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
28 positions.

DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, Jared C. Osborne, and Lizeth Marin of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; (5) the number(s) of Workweeks and/or Pay Periods worked by each Class Member as determined by Defendants' payroll records; and (6) such other information as is necessary for the Settlement Administrator to administrate this Settlement.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A.**"

f. "Class Period" means the period from September 6, 2020 through November 3, 2025.

g. "Class Settlement" means the settlement and resolution of all Released Class Claims.

h. "Court" means the Superior Court of the State of California for the County of San Diego.

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1 i. "Defendants' Counsel" means Jody A. Landry and Stephanie A. Kierig of
2 Littler Mendelson, P.C.

3 j. "Dispute" means a letter submitted by a Class Member disputing the number of
4 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
5 name and number of the Action; (b) contain the Class Member's full name, signature, address,
6 telephone number, and the last four (4) digits of the Class Member's Social Security number; (c)
7 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
8 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
9 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
10 Deadline.

11 k. "Effective Date" means the sixty-first (61st) calendar day after the date of Final
12 Approval, provided no appeal is initiated by an objector; or if a timely appeal is initiated by an objector,
13 then the Effective Date will be the day after final resolution of that appeal (including any requests for
14 rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

15 l. "Employer Taxes" means the employers' share of taxes and contributions in
16 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
17 in addition to the Gross Settlement Amount.

18 m. "Enhancement Payment" means the amount to be paid to Plaintiff, in
19 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
20 Employees, and general release of claims, as set forth in Paragraph 13.

21 n. "Final Approval" means the determination by the Court that the Settlement is
22 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

23 o. "Final Approval Hearing" means the hearing at which the Court will consider
24 and determine whether the Settlement should be granted Final Approval.

25 p. "Final Approval Order and Judgment" means the order granting final approval
26 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
27 Parties, and subject to approval by the Court.

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1 q. “Gross Settlement Amount” means the amount of One Million Two Hundred
2 Ninety Thousand Dollars and Zero Cents (\$1,290,000.00) to be paid by Defendants in full satisfaction
3 of the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees
4 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net
5 Settlement Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer
6 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is
7 non-reversionary; no portion of the Gross Settlement Payment will return to Defendants. The Gross
8 Settlement Amount is subject to increase, as provided in Paragraph 16.

9 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
10 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
11 calculated in accordance with Paragraph 18.

12 s. “Individual Settlement Payment” means the net payment of each Settlement
13 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
14 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
15 Paragraph 19.

16 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
17 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
18 in accordance with Paragraph 17.

19 u. “LWDA Payment” means the amount of Thirty-Two Thousand Five Hundred
20 Dollars and Zero Cents (\$32,500.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to
21 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

22 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
23 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
24 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
25 Settlement Administration Costs.

26 w. “Notice of Objection” means a Settlement Class Member’s written objection to
27 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
28 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s

1 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
2 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
3 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
4 specified address, postmarked on or before the Response Deadline.

5 x. "PAGA Amount" means the allocation of Fifty Thousand Dollars and Zero
6 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Sixty-five percent
7 (65%) of the PAGA Amount, or \$32,500.00, will be paid to the LWDA (i.e., the LWDA Payment)
8 and the remaining thirty-five percent (35%), or \$17,500.00, will be distributed to the PAGA
9 Employees (i.e., the PAGA Employee Amount).

10 y. "PAGA Employee(s)" means all current and former non-exempt employees
11 who worked for Defendants in California at any time during the PAGA Period.

12 z. "PAGA Employee Amount" means the amount of Seventeen Thousand Five
13 Hundred Dollars and Zero Cents (\$17,500.00), i.e., 35% of the PAGA Amount, to be distributed to
14 PAGA Employees on a *pro rata* basis based on their Pay Periods.

15 aa. "PAGA Period" means the period from September 6, 2023 through November
16 3, 2025.

17 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
18 Claims.

19 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
20 for Defendants as a non-exempt employee in California during the PAGA Period. Pay Periods will be
21 determined by Defendants' payroll records and provided to the Settlement Administrator.

22 dd. "Preliminary Approval" means the date on which the Court enters the
23 Preliminary Approval Order.

24 ee. "Preliminary Approval Order" means the order granting preliminary approval
25 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
26 the Court.

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1 ff. “Released Class Claims” means all of the following claims, that were actually
2 alleged or that could have been alleged in the Operative Complaint, arising during the Class Period,
3 as well as any and all wage and hour claims and that were asserted or could have been asserted in the
4 Operative Complaint, arising during the Class Period, based on the factual or legal allegations
5 contained in the Operative Complaint in the Action, including: (a) failure to pay all wages owed
6 (minimum wage and overtime), whether due to alleged off-the-clock work, alleged failure to correctly
7 calculate the regular rate of pay, or any other theory of liability for the underpayment of the minimum
8 wage or overtime; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of
9 pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular
10 rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to
11 timely pay wages during employment; (g) failure to provide accurate wage statements; (h) unfair
12 business practices; (i) claims for violation of the provisions of the applicable IWC Wage Order(s)
13 regarding minimum wage, overtime, meal periods, and rest periods, as well as allegations regarding
14 the late payment of wages during employment and of final wages, inaccurate wage statements, and
15 failure to reimburse business expenses; (j) claims for attorney’s fees and costs in connection therewith;
16 and (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts
17 alleged in the Operative Complaint during the Class Period.

18 gg. “Released PAGA Claims” means any and all claims for civil penalties under
19 PAGA that were actually alleged or that could have been alleged based on the factual or legal
20 allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period,
21 including, but not limited to: (a) PAGA penalties for alleged violations of California Labor Code
22 sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
23 1199, 2800, 2802, and 2699, *et. seq.*, claims for violation of the provisions of the applicable IWC
24 Wage Order(s) regarding minimum wage, overtime, meal periods and rest periods, as well as
25 allegations regarding the late payment of wages during employment and of final wages, inaccurate
26 wage statements, and failure to reimburse business expenses; and (b) claims for attorney’s fees and
27 costs related thereto.

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1 hh. “Released Parties” means Defendants as well as their current and former parent,
2 affiliated organizations, shareholders, officers, directors, management employees, and attorneys.

3 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
4 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
5 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
6 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
7 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
8 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

9 jj. “Response Deadline” means the deadline by which Class Members must submit
10 a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is forty-five
11 (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to
12 Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
13 Deadline will be extended to the next day on which the United States Postal Service is open. The
14 Response Deadline may also be extended by express agreement between Class Counsel and
15 Defendants’ Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
16 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
17 Response Deadline.

18 kk. “Settlement Administrator” means ILYM Group, Inc., or any other third-party
19 class action settlement administrator agreed to by the Parties and approved by the Court for purposes
20 of administering the Settlement. The Parties and their counsel each represent that they do not have
21 any financial interest in the Settlement Administrator or otherwise have a relationship with the
22 Settlement Administrator that could create a conflict of interest.

23 ll. “Settlement Administration Costs” means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in
25 Paragraph 15.

26 mm. “Settlement Class” or “Settlement Class Member(s)” means all Class Members
27 who do not submit a timely and valid Request for Exclusion.

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1 nn. “Workweeks” means the number of weeks each Class Member worked for
2 Defendants as a non-exempt employee in California during the Class Period. Workweeks will be
3 determined by Defendants’ payroll records and provided to the Settlement Administrator.

4 **CLASS CERTIFICATION**

5 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the
6 Class.

7 11. The Parties agree that certification for the purpose of settlement is not an admission
8 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for
9 whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as
10 part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not
11 be admissible in connection with, the issue of whether or not certification would be inappropriate in a
12 non-settlement context.

13 **TERMS OF THE AGREEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
15 forth herein, the Parties agree, subject to the Court’s approval, as follows:

16 12. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application
17 or motion by Class Counsel for attorneys’ fees in the amount up to thirty-five percent (35%) of the
18 Gross Settlement Amount (i.e., \$451,500.00 if the Gross Settlement Amount is \$1,290,000.00) and
19 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement
20 of the Action, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00),
21 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
22 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
23 the Action, including without limitation all work performed and costs incurred to date, and all work
24 to be performed and all costs to be incurred in connection with obtaining the Court’s approval of this
25 Settlement Agreement, including any objections raised and any appeals necessitated by those
26 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
27 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
28 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys’ Fees and Costs. Any

1 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
2 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
3 The Court's reduction of Attorneys' Fees and Costs requested by Class Counsel is not a basis for
4 appeal.

5 13. Enhancement Payment. Defendants agree not to oppose or impede any application or
6 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero
7 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
8 Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as
9 a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
10 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
11 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form
12 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
13 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
14 benefit of the Settlement Class Members. The Court's denial of or reduction of the Enhancement
15 Payment is not a basis for appeal.

16 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
17 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
18 Amount toward penalties under PAGA (i.e., the PAGA Amount), of which sixty-five percent (65%),
19 or \$32,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or
20 \$17,500.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata*
21 basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA
22 Period (i.e., the Individual PAGA Payments).

23 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
24 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
25 which is currently estimated not to exceed Eight Thousand Dollars Dollars and Zero Cents
26 (\$8,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
27 approval, will include, *inter alia*, printing, distributing, and tracking Class Notices and other
28 documents for the Settlement, calculating and distributing payments due under the Settlement, issuing

of IRS Forms 1099 and W-2 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. Escalator Clause. As of the date of the September 3, 2025 mediation, Defendants estimated that there were 40,000 Workweeks actually worked by the Class Members. If the number of actual Workweeks worked by the Class Members during the Class Period exceeds that by more than ten percent (10%) (i.e., is more than 44,000 Workweeks) then Defendants will increase the Gross Settlement Amount proportionally. This means, for example, that if the actual number of Workweeks worked by the Class Members during the Class Period is 44,500, then Defendants would need to pay \$14,660.00 in additional consideration (\$1,290,000.00 divided by 44,000 Workweeks equals \$29.32 multiplied by 500 excess Workweeks).

17. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek

1 Value to yield each Settlement Class Member's final Individual Settlement Share.

2 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
3 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'
4 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee
5 Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the
6 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period
7 Value to yield each PAGA Employee's Individual PAGA Payment.

8 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
9 Individual Settlement Share will be allocated as follows: ten percent (10%) as wages, forty-five
10 percent (45%) as penalties, and forty-five percent (45%) as interest. The portion allocated to wages
11 will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be
12 reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement
13 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
14 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
15 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes
16 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross
17 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
18 penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

19 20. Administration of Taxes by the Settlement Administrator. The Settlement
20 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
21 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
22 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
23 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
24 taxes and other legally required withholdings to the appropriate government authorities.

25 21. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
26 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
27 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
28 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation

1 by Defendants, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
2 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
3 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
4 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
5 Members, and PAGA Employees should consult with their tax advisors concerning the tax
6 consequences of any payment they receive under the Settlement.

7 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
8 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
9 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
10 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
11 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
12 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
13 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
15 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
16 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
17 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
18 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
19 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
22 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
23 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
25 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
26 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
27 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
28 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY

TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendants' Counsel a draft of the preliminary approval motion before filing it with the Court. Defendants agree not to oppose the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and

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1 g. Scheduling a Final Approval Hearing at which the Court will determine whether
2 Final Approval of the Settlement should be granted.

3 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code section
4 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

5 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
6 Defendants will provide the Class List to the Settlement Administrator.

7 27. Notice by First-Class U.S. Mail.

8 a. Within fourteen (14) calendar days after receiving the Class List from
9 Defendants, the Settlement Administrator will perform a search based on the National Change of
10 Address Database or any other similar services available, such as provided by Experian, for
11 information to update and correct for any known or identifiable address changes, and will mail a Class
12 Notice(in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
13 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
14 Administrator.

15 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
16 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
17 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
18 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
19 attempt to determine the correct address using a skip-trace or other search, using the name, address,
20 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
21 calendar days.

22 c. Compliance with the procedures described herein above shall constitute due and
23 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
24 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendants' Counsel to
25 provide notice of the Settlement.

26 28. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
27 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
28 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the

1 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
2 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
3 has been timely submitted. Absent evidence rebutting the accuracy of Defendants' records and data
4 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
5 Member, Defendants' records will be presumed to be correct and determinative of the dispute.
6 However, if a Class Member produces information and/or documents to the contrary, the Settlement
7 Administrator will evaluate the materials submitted by the Class Member and the Settlement
8 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
9 the disputing Class Member should be credited with under the Settlement. The Settlement
10 Administrator's decision on such disputes will be final and non-appealable.

11 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
12 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
13 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
14 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
15 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
16 Counsel and Defendants' Counsel the number of timely and valid Requests for Exclusion that are
17 submitted, and also identify the individuals who have submitted a timely and valid Request for
18 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
19 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
20 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
21 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
22 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
23 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
24 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
25 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
26 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
27 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
28 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they

1 submit a Request for Exclusion.

2 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
3 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
4 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
5 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
6 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
7 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
8 and complete and which were not), and also attach them to a declaration that is to be filed with the
9 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
10 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
11 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
12 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
13 whether they have submitted a Notice of Objection.

14 31. No Right of PAGA Employees to Object to or Opt Out of PAGA Settlement. The
15 Parties agree that there is no statutory right for any PAGA Employee to object, opt out of, or otherwise
16 exclude himself or herself from the PAGA Settlement. The Parties will vigorously defend against any
17 attempt by any PAGA Employee or by any entity or agency to intervene in this Action or object to/opt
18 out of the PAGA Settlement. The Parties further agree that there is no right or opportunity for any
19 PAGA Employee to appeal the approval of the Settlement by the Court. The Parties will jointly defend
20 against any appeal filed with respect to the Final Approval Order and Judgment as it pertains to the
21 PAGA Settlement.

22 32. Reports by the Settlement Administrator. The Settlement Administrator shall provide
23 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
24 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
25 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
26 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
27 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
28 Agreement as needed or requested, and immediately notify the Parties when it receives a request from

an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a Dispute.

33. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must exercise this right of rescission in writing that is provided to Class Counsel within ten (10) business days of the Settlement Administrator notifying the Parties that more than ten percent (10%) of the Class Members have submitted timely and valid Requests for Exclusion by the Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

34. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for: (a) Individual Settlement Shares; (b) Individual PAGA Payments; (c) the LWDA Payment; (d) Attorneys' Fees and Costs; (e) the Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the final approval motion before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for an Enhancement Payment to Plaintiff;

///

1 e. Directing Defendants to fund all amounts due under the Settlement Agreement
2 and ordered by the Court; and

3 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
4 conformity with California Rules of Court, Rule 3.769 and the Settlement Agreement.

5 36. Funding of the Gross Settlement Amount. No later than five (5) business days after
6 the Effective Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement
7 Fund ("QSF") within the meaning of Treasury Regulation Sections 1.468B-1, *et seq.*, to be established
8 by the Settlement Administrator. Defendants shall provide all information necessary for the
9 Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state
10 unemployment insurance tax ID number, and other information requested by the Settlement
11 Administrator, no later than five (5) business days after the Effective Date.

12 37. Distribution of the Gross Settlement Amount. Within five (5) business days of the
13 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
14 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
15 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
16 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
17 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
18 timely forward these to the appropriate government authorities.

19 38. Settlement Checks. The Settlement Administrator will be responsible for undertaking
20 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
21 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
22 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
23 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
24 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
25 Members and PAGA Employees are not required to submit a claim to be issued an Individual
26 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
27 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
28 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
associated with such canceled checks shall be distributed by the Settlement Administrator to the State

1 of California's Unclaimed Property Division in the name of the Settlement Class Member and/or
2 PAGA Employee. The Parties agree that this disposition results in no "unpaid residue" under
3 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
4 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
5 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
6 amended and/or supplemental tax filings and reporting required under applicable local, state, and
7 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
8 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
9 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
10 Employees whose Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
11 PAGA Settlement.

12 39. Class Settlement Release. Settlement Class Members may discover facts in addition to
13 those they now know or believe to be true with respect to the subject matter of the Released Class
14 Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
15 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
16 compromised, relinquished, and discharged the Released Parties of all Released Class Claims. It is
17 the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect
18 and be final and binding upon Settlement Class Members.

19 40. PAGA Settlement Release. PAGA Employees may discover facts in addition to those
20 they now know or believe to be true with respect to the subject matter of the Released PAGA Claims;
21 however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State
22 of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have
23 fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released
24 Parties of all Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and
25 Judgment shall have full *res judicata* effect and be final and binding upon PAGA Employees regarding
26 the Released PAGA Claims.

27 41. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
28 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,

1 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
2 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
3 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
4 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
5 and/or separation of employment with Defendants, which Plaintiff, at any time up until the execution
6 of this Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general
7 release and is to be broadly construed as a release of all claims, provided that, notwithstanding the
8 foregoing, this Paragraph expressly does not include a release of any claims that cannot be released
9 hereunder by law, such as, but not limited to, any pending workers' compensation claim or
10 unemployment or disability benefits claims. Any and all rights granted under any state or federal law
11 or regulation limiting the effect of this Settlement Agreement, including the provisions of Section
12 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the
13 California Civil Code reads as follows:

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

19 42. Final Approval Order and Judgment. The Parties shall provide the Settlement
20 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
21 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
22 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
23 Class will be required.

24 43. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
25 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
26 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
27 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
28 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this

1 Settlement Agreement.

2 44. Effects of Termination or Rescission of Settlement. Termination or rescission of the
3 Settlement Agreement shall have the following effects:

4 a. The Settlement Agreement shall be void and shall have no force or effect, and
5 no Party shall be bound by any of its terms;

6 b. In the event the Settlement Agreement is terminated, Defendants shall have no
7 obligation to make any payments to any Party, Class Member, or Class Counsel, except that the
8 terminating Party shall pay the Settlement Administrator for services rendered up to the date the
9 Settlement Administrator is notified that the Settlement has been terminated;

10 c. The Preliminary Approval Order and Final Approval Order and Judgment,
11 including any order certifying the Class, shall be vacated;

12 d. The Settlement Agreement and all negotiations, statements, and proceedings
13 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

15 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
16 statements, or filings in furtherance of the Settlement (including all matters associated with the
17 mediation) shall be admissible or offered into evidence in the Action or any other action for any
18 purpose whatsoever; and

19 f. Any documents generated to bring the Settlement into effect, will be null and
20 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
21 likewise be treated as void from the beginning.

22 45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
23 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
25 of action or right herein released and discharged.

26 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
27 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
28 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

1 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
2 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
3 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
4 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
5 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
6 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
7 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
8 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
9 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
10 Agreement.

11 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
12 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
13 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
14 Approval Hearing to be conducted by the Court.

15 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
16 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
17 except by written agreement signed by counsel for all Parties. After the filing of the motion for
18 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
19 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
20 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
21 constitute a waiver of any other provision.

22 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
25 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
27 full authority to enter into this Settlement Agreement, and further intend that this Settlement
28 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
confidentiality provisions that otherwise might apply under state or federal law.

1 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
2 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
3 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
4 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
5 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
6 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
7 Member and PAGA Employee.

8 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
9 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 54. Execution and Counterparts. This Settlement Agreement is subject only to the
13 execution of all Parties. However, this Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
15 copies of the signature page, will be deemed to be one and the same instrument.

16 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
17 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
18 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
19 account all relevant factors, present and potential. The Parties further acknowledge that they are each
20 represented by competent counsel and that they have had an opportunity to consult with their counsel
21 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
22 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
23 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
24 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

25 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
26 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this Settlement
28 Agreement valid and enforceable.

1 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
2 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
3 to implement the Settlement.

4 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
5 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
6 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
7 specifically deny that they have: violated any federal, state, or local law; violated any regulations or
8 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
9 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
10 or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this
11 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
12 it, shall be construed as an admission or concession by Defendants of any such violations or failures
13 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
14 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
15 received as evidence in any action or proceeding to establish any liability or admission on the part of
16 Defendants or to establish the existence of any condition constituting a violation of, or a non-
17 compliance with, federal, state, local, or other applicable law.

18 59. Publicity. Neither Plaintiff nor Class Counsel will publicize this Settlement by
19 Defendants' names or locations, through a press release, posting on Class Counsel's website, in social
20 media, or by any other public means, other than necessary Court filings and proceedings associated
21 with this Settlement. Nothing in this Paragraph is intended to prohibit: (i) Plaintiff from discussing
22 this Settlement with her spouse or partner, attorneys, or tax advisors; or (ii) Class Counsel from
23 communicating with Class Members in this case, the LWDA, or the Court. Nothing in this Paragraph
24 will restrict Class Counsel from including publicly available information regarding this Settlement in
25 future judicial submissions regarding Class Counsel's qualifications and experience.

26 60. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 61. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arm's length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 62. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 63. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 64. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third (3rd)
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff and Class Counsel:

18 Jonathan M. Genish

19 jgenish@blackstonepc.com

20 Miriam L. Schimmel

21 mschimmel@blackstonepc.com

22 Joana Fang

23 jfang@blackstonepc.com

24 Alexandra Rose

25 arose@blackstonepc.com

26 Jared C. Osborne

27 josborne@blackstonepc.com

28 Lizeth Marin

 lmarin@blackstonepc.com

BLACKSTONE LAW, APC

 8383 Wilshire Boulevard, Suite 745

 Beverly Hills, California 90211

 Tel: (310) 622-4278 / Fax: (855) 786-6356

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To Defendants:

Jody A. Landry

jlandry@littler.com

Stephanie A. Kierig

skierig@littler.com

LITTLER MENDELSON, P.C.

501 W Broadway, Suite 900

San Diego, California 92101

Tel: (619) 232-0441 / Fax: (619) 232-4302

65. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF MARISSA RIEMANN

Marissa Riemann

Dated: 12/11/2025

Plaintiff Marissa Riemann

**DEFENDANTS QUANTUM DESIGN, INC.
AND QUANTUM DESIGN
INTERNATIONAL, INC.**

Dated: 12/18/2025

Stuart A. Schoenmann

Full Name: Stuart A. Schoenmann

Title: CEO

On behalf of Defendants Quantum Design, Inc.
and Quantum Design International, Inc.

///

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1 **APPROVED AS TO FORM ONLY:**

2 **BLACKSTONE LAW, APC**

3
4 Dated: 12/11/2025



Alexandra Rose
Attorneys for Plaintiff Marissa Riemann
and Proposed Class Counsel

7 **LITTLER MENDELSON, P.C.**

8
9 Dated: December 22, 2025



Jody A. Landry
Stephanie A. Kierig
Attorneys for Defendants Quantum Design, Inc.
and Quantum Design International, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.
Superior Court of California for the County of San Diego, Case No. 24CU009870C

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Marissa Riemann ("Plaintiff") and Defendants Quantum Design, Inc. and Quantum Design International, Inc. (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, San Diego County Superior Court, Case No. 24CU009870C ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the Class Period.

"Class Period" means the period from September 6, 2020 through November 3, 2025.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt employees who worked for Defendants in California at any time during the PAGA Period.

"PAGA Period" means the period from September 6, 2023 through November 3, 2025.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 3, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On September 6, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 12, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting time penalties, provide accurate wage statements, and reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code sections 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action and further deny that they have violated any local, state, or federal laws or IWC Wage Orders.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On **[Date of Preliminary Approval]**, the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Marissa Riemann as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne
Lizeth Marin
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment. You will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Two Hundred Ninety Thousand Dollars and Zero Cents (\$1,290,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$32,500.00) (“LWDA Payment”) and the remaining 35% (\$17,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Eight Thousand Dollars Dollars and Zero Cents (\$8,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement

Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, forty-five percent (45%) as penalties, and forty-five (45%) as interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendants as a non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods Based on Defendants’ Records

According to Defendants’ records:

- **From September 6, 2020 through November 3, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From September 6, 2023 through November 3, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Settlement Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Class Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. It is the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect and be final and binding upon Settlement Class Members.

PAGA Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims; however, upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims. It is the intent of the Parties that the Final Approval Order and Judgment shall have full *res judicata* effect and be final and binding upon PAGA Employees regarding the Released PAGA Claims.

“Released Class Claims” means all of the following claims, that were actually alleged or that could have been alleged in the Operative Complaint, arising during the Class Period, as well as any and all wage and hour claims and that were asserted or could have been asserted in the Operative Complaint, arising during the Class Period, based on the factual or legal allegations contained in the Operative Complaint in the Action, including: (a) failure to pay all wages owed (minimum wage and overtime), whether due to alleged off-the-clock work, alleged failure to correctly calculate the regular rate of pay, or any other theory of liability for the underpayment of the minimum wage or overtime; (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) unfair business practices; (i) claims for violation of the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods, and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; (j) claims for attorney’s fees and costs in connection therewith; and (k) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Operative Complaint during the Class Period.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA that were actually alleged or that could have been alleged based on the factual or legal allegations in the Operative Complaint and/or PAGA Letter, arising during the PAGA Period, including, but not limited to: (a) PAGA penalties for alleged violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2699, *et. seq.*, claims for violation of the provisions of the applicable IWC Wage Order(s) regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; and (b) claims for attorney’s fees and costs related thereto.

“Released Parties” means Defendants as well as their current and former parent, affiliated organizations, shareholders, officers, directors, management employees, and attorneys.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$451,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is,

without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

**[Settlement Administrator]
[Mailing Address]**

A Request for Exclusion must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be

bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Marissa Riemann v. Quantum Design, Inc.; Quantum Design International, Inc.*, Case No. 24CU009870C); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked on or before **[Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

PAGA Employees do not have a statutory right to object, opt out of, or otherwise exclude himself or herself from the PAGA Settlement. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-63 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Below is the court’s Zoom information, however, this information may change, therefore, please check the Court’s website for the most current information and links.

San Diego Instructions for appearing remotely: <https://www.sdcourt.ca.gov/>

Link to Department C-63 Zoom Hearings: <https://www.sdcourt.ca.gov/sdcourt/civil2/civilvirtualhearings>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by going to <https://odyroa.sdcourt.ca.gov/Cases> and then entering the Case Number for the Action, Case No. 24CU009870C.

You may also visit the Settlement Administrator’s website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**