

S. Emi Minne (SBN 253179)
emi@parkerminne.com
Jill J. Parker (SBN 274230)
jill@parkerminne.com
PARKER & MINNE, LLP
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833 / Fax: (310) 889-0822

Attorneys for Plaintiff
SARAH THOMAS

Nisha Verma (SBN 284130)
verma.nisha@dorsey.com
Erica Haggerty Chen (SBN 312806)
chen.eric@dorsey.com
DORSEY & WHITNEY LLP
600 Anton Boulevard, Suite 2000
Costa Mesa, California 92626
Telephone: (714) 800-1441 / Fax: (714) 464-4266

Attorneys for Defendant
RAINTREE SYSTEMS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

SARAH THOMAS, individually, and on behalf
of others similarly situated,

Plaintiff,

vs.

RAINTREE SYSTEMS, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2405959

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

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

Complaint Filed: October 16, 2024
FAC Filed: December 20, 2024
Trial Date: Not set

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff Sarah Thomas, individually and on behalf of the Class, the LWDA and the State of California,
4 and Defendant Raintree Systems, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant
5 collectively as “Parties” or as a “Party.”

6 **DEFINITIONS**

7 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action
8 and PAGA Settlement.

9 2. “Action” refers to the court Action entitled *Sarah Thomas v. Raintree Systems, Inc.*,
10 Riverside County Superior Court Case No. CVRI2405959.

11 3. “Class Counsel” means S. Emi Minne and Jill J. Parker of Parker & Minne, LLP, who
12 will seek to be appointed as counsel for the Class.

13 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
14 and resolution of the Action and their expenses and costs incurred in connection with the Action,
15 which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not
16 to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$96,250.00), and the
17 reimbursement of costs and expenses associated with the litigation and settlement of the Action, not
18 to exceed \$25,000.00, subject to the Court’s approval. Defendant has agreed not to oppose Class
19 Counsel’s request for fees and reimbursement of costs and expenses in the amounts set forth above.

20 5. “Class List” means a complete list of all Class Members and PAGA Members that
21 Defendant will diligently and in good faith compile from their records and provide to the Settlement
22 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The
23 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include all Class
24 Members’ and PAGA Members’: (1) full name; (2) last known home address; (3) last known telephone
25 number; (4) social security number; (5) start and end dates of active employment as a non-exempt
26 employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7)
27 total Workweeks during the PAGA Period; and (8) any other information required by the Settlement
28 Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period.

7. “Class Period” means the period commencing on October 16, 2020, and ending on November 30, 2025.

8. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Class Payment, in recognition of the efforts and risks she has taken in assisting with the prosecution of the Action and in exchange for the General Release of her claims as provided herein.

9. “Court” means the Superior Court of the State of California for the County of Riverside.

10. “Defendant” refers to Raintree Systems, Inc.

11. “Defendant’s Counsel” means Nisha Verma and Erica Haggerty Chen of Dorsey & Whitney LLP.

12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters the Final Approval Order and Judgment; and (b) the Final Approval Order and Judgment is final. The Final Approval Order and Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement or if all objections by Participating Class Members are withdrawn, the day the Court enters the Final Approval Order and Judgment; (b) if one or more Participating Class Members objects to the Settlement and the objection is not withdrawn, the day after the deadline for filing a notice of appeal from the Final Approval Order and Judgment and no such appeal being filed; or (c) if a timely appeal from the Final Approval Order and Judgment is filed, the date of resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

13. “Final Approval” means the date the Court enters an order granting final approval of the Settlement Agreement.

14. “Final Approval Order and Judgment” mean the judgment and order entered by the Court upon Final Approval of the Settlement Agreement, which will be a judgment for purposes of

California Rule of Court, Rule 3.771(a) and constitute approval pursuant to California Rule of Court, Rule 3.769(a).

15. “Gross Settlement Amount” means the non-reversionary sum of Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) to be paid by Defendant in full satisfaction of all of Defendant’s liabilities in the Action, including Class Counsel’s Fees and Costs, Class Representative Enhancement Payment, Payments to Class Members, PAGA Penalties, and Settlement Administration Costs. The Gross Settlement Amount does not include any employer-side taxes and withholdings, which will be calculated by the Settlement Administrator and separately paid for by Defendant.

16. “Individual Class Payment” means a Participating Class Members’ pro-rata share of the Net Settlement Amount.

17. “Individual PAGA Payment” means a PAGA Member’s pro-rata share of the 35% portion of PAGA Penalties to be paid to PAGA Members.

18. “Net Settlement Amount” means the funds available for payments to Class Members, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Penalties to the LWDA and PAGA Members.

19. “Notice” means the Notice of Class Action and PAGA Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ and PAGA Members’ last known addresses and which will provide Class Members and PAGA Members with information regarding the Action and information regarding the settlement of the Action.

20. “Notice Packet” shall collectively refer to: (1) the Notice of Class Action and PAGA Settlement substantially similar to the form attached hereto as Exhibit A; (2) the Objection Form substantially similar to the form attached hereto as Exhibit B; and (3) the Request for Exclusion Form substantially similar to the form attached hereto as Exhibit C, which shall be sent to all Class Members as set forth below.

21. “Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, and telephone number; and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

22. “Objection Form” means the form that Class Members may use to object to the Settlement, substantially similar to the form attached hereto as Exhibit B.

23. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

24. “PAGA Penalties” means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”). The Parties have agreed that Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims. Sixty-Five Percent (65%) of this amount (\$19,500.00) will be paid to the California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five Percent (35%) of this amount (\$10,500.00), will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Penalties regardless of their decision to participate in the class action if the PAGA Penalties are approved by the Court.

25. “PAGA Members” means all current and former non-exempt employees of Defendant who were employed by Defendant in the state of California at any time during the PAGA Period.

26. “PAGA Notice” refers to the notice letter submitted to the LWDA by Plaintiff on October 16, 2024.

27. “PAGA Period” means the period commencing on October 16, 2023, and ending on November 30, 2025.

28. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either the Plaintiff or Defendant, individually.

29. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

30. “Plaintiff” means Plaintiff Sarah Thomas, who will seek to be appointed as the representative for the Class.

31. “Preliminary Approval” means the date the Court enters an order granting preliminary approval of the Settlement Agreement.

32. “Released Class Claims” means any and all claims, rights, demands, liabilities, damages, penalties and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative complaint in the Action arising during the Class Period, including the following claims: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses); and (8) claims for unfair or unlawful business practices under California Business & Professions Code sections 17200, et seq. which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.

33. “Released PAGA Claims” means any and all claims for the recovery for civil penalties, attorneys’ fees and costs permissible under PAGA which Plaintiff, the State of California, and/or the LWDA had, or may claim to have, against Released Parties, based on the violations alleged in the operative complaint in the Action and/or the PAGA Notice arising during the PAGA Period, 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 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802.

34. “Released Parties” means Defendant Raintree Systems, Inc. and its past, present and/or future officers, directors, employees, and agents.

35. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Class Action.

36. “Request for Exclusion Form” means the form that Class Members may use to request to be excluded from the Settlement, substantially similar to the form attached hereto as Exhibit C.

37. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails Notice Packets to Class Members, which shall be the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes to the Settlement Administrator via mail, facsimile, or e-mail. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, Objections, and disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless the 15th day falls after the remailing falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the Settlement.

38. “Settlement” means the disposition of the Action pursuant to this Agreement.

39. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

40. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Class Payment, calculating each PAGA

Member's Individual PAGA Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement. It is currently estimated that Settlement Administration Costs shall not exceed \$4,800.00.

41. "Workweek" shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day for Defendant.

RECITALS

42. On October 16, 2024, Plaintiff provided written notice to the California Labor & Workforce Development Agency ("LWDA") and Defendant of her intent to seek civil penalties pursuant to PAGA for Defendant's alleged violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

43. On October 16, 2024, Plaintiff filed a putative class action complaint against Defendant in the Superior Court for the State of California, County of Riverside entitled *Sarah Thomas v. Raintree Systems, Inc.*, Case No. CVRI2405959, alleging the following eight (8) causes of action: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and (8) Violation of California Business and Professions Code §§ 17200, et seq. On December 20, 2024, Plaintiff filed a First Amended Complaint in the Action alleging an additional representative cause of action seeking civil penalties pursuant to PAGA.

44. Defendant denies the allegations in the complaint in the Action and PAGA Notice, denies any failure to comply with the laws identified in the Action and PAGA Notice, and denies any and all liability for any of the causes of action pled and facts asserted in the Action and PAGA Notice.

1 45. Following the filing of the Action, the Parties met and conferred with respect to
2 potential resolution of the Action, and agreed to engage in private mediation. Prior to mediation, Class
3 Counsel diligently investigated the claims against Defendant, including any and all applicable defenses
4 and the applicable law. This investigation included, *inter alia* the exchange of informal discovery,
5 review of numerous corporate policies and practices, and analysis of a representative sampling of the
6 time and payroll records for the putative class. Class Counsel's investigation was sufficient to satisfy
7 the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801
8 (1998) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008).

9 46. On September 30, 2025, the Parties participated in a private mediation with Monique
10 Ngo-Bonici, Esq., a respected mediator with extensive experience in complex wage and hour
11 litigation. Ms. Ngo-Bonnici's supervision of the mediation and negotiations was critical in managing
12 the expectations of the Parties, and in providing a useful and neutral analysis of the case to both Parties.
13 After a full day of negotiations, the Parties reached an agreement to settle this matter on a class-wide
14 basis pursuant to a mediator's proposal. On or about October 14, 2025, the Parties fully executed a
15 Memorandum of Understanding, the material terms of which are now fully memorialized in this
16 Agreement.

17 47. The settlement discussions during and after mediation were conducted at arms-length,
18 and this Agreement is the result of an informed and detailed analysis of Defendant's potential liability
19 in relation to the costs and risks associated with continued litigation.

20 48. Based on data produced pursuant to formal and informal discovery, as well as Class
21 Counsel's own independent investigation and evaluation, Plaintiff and Class Counsel believe that the
22 Settlement for the consideration and terms set forth in this Agreement is fair, reasonable and adequate,
23 and is in the best interests of the Class in light of all known facts and circumstances.

24 49. This Agreement is made and entered into by and between Plaintiff individually and on
25 behalf of the Settlement Class, and Defendant, and is subject to the terms and conditions hereof, and
26 to the Court's approval. The Parties expressly acknowledge that this Agreement is entered solely for
27 the purpose of compromising significantly disputed claims and that nothing herein is an admission of
28

liability or wrongdoing by Defendant. If for any reason this Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

TERMS OF AGREEMENT

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

50. Class Certification for Settlement Purposes Only: Solely for purposes of Settlement of the Action, the Parties stipulate and agree that the requirements for establishing class certification with respect to the Class have been satisfied, and stipulate and agree to certification of the Class. The Parties further agree to the designation of Parker & Minne, LLP as counsel for the Class. Should the Settlement not be approved or is terminated, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action.

51. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Class Payments, the Class Representative Enhancement Payment, Class Counsel's Fees and Costs, the PAGA Penalties, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Class Payments, or as a result of an increase in the number of Workweeks as set forth in Paragraph 49 below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

52. Potential Increase to the Gross Settlement Amount: The Gross Settlement Amount is based on Defendant's representation that Class Members worked a total of 4,331 Workweeks during the Class Period ("Certified Workweek Amount"). Should the actual number of Workweeks for Class Members during the Class Period exceed the Certified Workweek Amount by more than ten percent (10%) (i.e., final total Workweeks increased by more than 433 Workweeks), then Defendant shall either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase

1 in the number of Workweeks worked by Class Members during the Class Period above the 10%
2 threshold (e.g., if the total number of Workweeks worked by Class Members increases by 11% to
3 4,807 Workweeks, the Gross Settlement Amount shall increase by 1% to \$277,750.00); or (ii) shorten
4 the Class Period to end on the last date before the total Workweeks worked by Class Members exceeds
5 10% of the Certified Workweeks Amount (e.g., the last date on which the total Workweeks does not
6 exceed 4,764).

7 53. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of the
8 Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount (and all
9 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by
10 the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
11 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
12 unemployment insurance tax ID number, and other information requested by the Settlement
13 Administrator, no later than fourteen (14) calendar days of the Effective Date.

14 54. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days of
15 the funding of the Gross Settlement Amount, the Settlement Administrator will issue payments for:
16 (a) Individual Class Payments; (b) Individual PAGA Payments; (c) the PAGA Penalties to the Labor
17 and Workforce Development Agency; (d) the Class Representative Enhancement Payment[s]; (e)
18 Class Counsel’s Fees and Costs; and (f) Settlement Administration Costs.

19 55. Class Counsel’s Fees and Costs: Defendant agrees not to oppose any application or
20 motion by Class Counsel for attorneys’ fees of not more than thirty-five percent (35%) of the Gross
21 Settlement Amount (i.e., \$96,250.00), plus the reimbursement of costs and expenses associated with
22 the litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars
23 and Zero Cents (\$25,000.00), both of which will be paid from the Gross Settlement Amount. Any
24 portion of the requested fees or costs that are not awarded to the Class Counsel shall be reallocated to
25 the Net Settlement Amount and distributed to Participating Class Members as provided in this
26 Agreement.

27 56. Class Representative Enhancement Payment: Defendant agrees not to oppose or object
28 to any application or motion by Plaintiff for a Class Representative Enhancement Payment in the

amount of Ten Thousand Dollars and Zero Cents (\$10,000.00). The Class Representative Enhancement Payment is intended to recognize the Plaintiff's time, effort and risk in bringing and prosecuting the Action, as well as the General Release of Plaintiff's individual claims against Defendant. Any portion of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

57. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs are currently estimated not to exceed \$4,800.00. The Parties acknowledge that Settlement Administration Costs may increase above the current estimate of \$4,800.00 and that any such additional Settlement Administration Costs will be taken out of the Gross Settlement Amount. Any portion of the requested Settlement Administration Costs that are not awarded to the Settlement Administrator or which are not ultimately required to complete administration of the Settlement shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

58. PAGA Penalties: Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Penalties, or Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00), to the California Labor and Workforce Development Agency ("LWDA"). The remaining thirty-five percent (35%) of the PAGA penalties, or Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties even if they request to be excluded from the class settlement.

59. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Class Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	275,000.00
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1	Enhancement Payment:	\$	10,000.00
2	Class Counsel's Fees:	\$	96,250.00
3	Class Counsel's Costs:	\$	25,000.00
4	PAGA Penalties	\$	30,000.00
5	Settlement Administration Costs:	\$	4,800.00
6	<i>Estimated Net Settlement Amount</i>	\$	108,950.00

7 60. Individual Class Payment Calculations: Individual Class Payments will be paid from
8 the Net Settlement Amount on a pro-rata basis based on the total Workweeks worked by Participating
9 Class Members during the Class Period. Specifically, the Settlement Administrator will calculate the
10 total Workweeks for all Participating Class Members by adding the number of Workweeks worked by
11 each Participating Class Member during the Class Period. The respective Workweeks for each
12 Participating Class Member will be divided by the total Workweeks for all Participating Class
13 Members, resulting in the payment ratio for each Participating Class Member. Each Participating Class
14 Member's payment ratio will then be multiplied by the Net Settlement Amount to calculate each
15 Participating Class Member's estimated Individual Class Payment.

16 61. Tax Allocation of Individual Class Payments: Individual Class Payments will be
17 allocated as follows: twenty percent (20%) of each Individual Class Payment will be allocated as
18 wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as
19 penalties. The portion of the Individual Class Payment allocated to wages will be reported by the
20 Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported
21 on an IRS Form-1099 by the Settlement Administrator

22 62. Individual PAGA Payment Calculations: Individual PAGA Payments will be paid on a
23 pro-rata basis based on the total Workweeks worked by PAGA Members during the PAGA Period.
24 Specifically, the Settlement Administrator will calculate the total Workweeks for all PAGA Members
25 by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The
26 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA
27 Members, resulting in the payment ratio for each PAGA Member. Each PAGA Member's payment
28 ratio will then be multiplied by the 35% employee portion of the PAGA Penalties to calculate each

PAGA Member's estimated Individual PAGA Payment. PAGA Members shall receive an Individual PAGA Payment regardless of whether they submit a Request for Exclusion.

63. Tax Allocation of Individual PAGA Payments: Individual PAGA Payments are not subject to withholdings and will be reported on an IRS Form 1099 by the Settlement Administrator.

64. No Credit Toward Benefit Plans: The Individual Class Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

65. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Class Payment each Participating Class Member is eligible to receive.
- c) Calculate the Individual PAGA Payment each PAGA Member shall receive.
- d) Print and mail the Notice Packets in both Spanish and English.
- e) Conduct additional address searches for mailed Notice Packets that are returned as undeliverable.
- f) Process Objections and Requests for Exclusion.
- g) Field inquiries from Class Members.
- h) Print and issue and issue Settlement payment checks.
- i) Prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- j) Provide declarations and/or other information to this Court as requested by the

Parties and/or the Court.

k) Provide weekly status reports to counsel for the Parties.

l) Post copies of the operative Complaint, Settlement Agreement, Notice, Preliminary Approval Order, and Final Approval Order and Judgment online at Settlement Administrator's website.

66. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fail to comply, Plaintiff shall have the right to void the Agreement. Prior to mailing the Notice, the Settlement Administrator shall provide Class Counsel with an anonymized version of the Class List that shall only disclose an identification number attributed to each Class Member and their respective Workweeks during the Class Period and PAGA Period.

67. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

68. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packet returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Notice Packet sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. The Response Deadline will be extended fifteen (15) calendar days for any Class

1 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a
2 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on
3 which the U.S. Postal Service is open.

4 69. Notice: All Class Members will be mailed a Notice Packet containing the Notice,
5 Objection Form, and Request for Exclusion Form, substantially in the form attached hereto as Exhibits
6 A through C. Notice Packets shall be provided in both English and Spanish. Each Notice will provide:
7 (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
8 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for
9 Defendant during the Class Period; (e) the total number of Workweeks each respective PAGA Member
10 worked for Defendant during the PAGA Period; (f) each Class Member's estimated Individual Class
11 Payment and the formula for calculating Individual Class Payments; (g) each PAGA Members'
12 estimated Individual PAGA Payment and the formula for calculating Individual PAGA Payments; (h)
13 the dates which comprise the Class Period; (i) the deadlines by which the Class Member must email,
14 fax, or postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (j) the
15 claims to be released, as set forth herein; and (k) the date for the Final Approval hearing.

16 70. Disputed Information on Notice: Class Members will have an opportunity to dispute
17 the information provided in their Notice. Any Class Member wishing to dispute the Workweeks
18 reported in their Notice must provide a written dispute to the Settlement Administrator by the
19 Response Deadline via email, facsimile or mail. The written dispute must include (a) the Class
20 Member's name, address, and telephone number; (b) a statement explaining why they believe the
21 number of Workweeks in their Notice is inaccurate; and (c) any evidence showing that the number of
22 Workweeks credited to them in their Notice is inaccurate. Absent evidence rebutting Defendant's
23 records, Defendant's records will be presumed determinative. However, if a Class Member produces
24 evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted
25 by the Class Member and the Parties will make the final decision as to the number of eligible
26 Workweeks that should be applied and/or the Individual Class Payments to which the Class Member
27 may be entitled. If the Parties are unable to resolve the dispute, the Settlement Administrator will be
28 the final arbiter of the Workweeks for each Class Member during the Class Period, based on the

information provided to it. The Court retains authority to review the Settlement Administrator's decisions on any such disputes.

71. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Action must sign and return a written Request for Exclusion to the Settlement Administrator by the Response Deadline via email, facsimile or mail. A Request for Exclusion Form, substantially in the form attached hereto as Exhibit C, shall be included in the Class Notice Packet, and may be utilized by Class Members to request exclusion from the Settlement. The Request for Exclusion must include (a) the Class Member's name, address, and telephone number, and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of *Thomas v. Raintree Systems, Inc.* I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the email, fax, or postmark will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Court retains authority to determine the validity and authenticity of all Requests for Exclusion submitted by Class Members. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

72. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fourteen (14) calendar days from the date the cure letter is mailed, whichever date is later, to email, fax, or postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised

Request for Exclusion is not emailed, faxed, or postmarked within that period, it will be deemed untimely.

73. Defendant's Right to Rescind: If more than ten percent (10%) of Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right, and must make clear its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the final number of opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

74. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Final Approval Order and Judgment that may be entered by the Court if it grants final approval of the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Final Approval Order and Judgment or release. The names of Class Members who have opted-out of the Settlement shall be disclosed to both Class Counsel and Defendant's Counsel and noted in the proposed Final Approval Order and Judgment submitted to the Court.

75. Objection Procedures: To object to the Settlement, a Participating Class Member must email, fax, or postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. An Objection Form, substantially in the form attached hereto as Exhibit B, shall be included in the Class Notice Packet, and may be utilized by Participating Class Members to object to the Settlement. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employee's full name, address, and telephone number, and the specific reason including any legal grounds for the Participating Class Member's objection. The email, facsimile, or postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a

1 right to appear at the Final Approval Hearing in order to have their objections heard by the Court. The
2 Court shall retain final authority as to the consideration and admissibility of any and all objections to
3 the Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
4 Participating Class Members to submit written objections to the Settlement or appeal from the Final
5 Approval Order and Judgment. Class Counsel will not represent any Class Members with respect to
6 any objections to this Settlement.

7 76. Weekly Reports Regarding Settlement Administration: The Settlement Administrator
8 will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number
9 of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices
10 returned and re-mailed; and (c) whether any Class Members have submitted any Objections, Requests
11 for Exclusions, or any challenges to any information contained in the Notice. Additionally, the
12 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
13 administration of the Settlement Agreement as needed or requested.

14 77. Compliance Declaration by Settlement Administrator: Within one (1) week of the
15 Response Deadline, the Settlement Administrator will provide a signed declaration to Class Counsel
16 and Defendant's counsel attesting to its due diligence and compliance with all of its obligations under
17 this Agreement, including, but not limited to, the mailing of Notice, the Notices returned as
18 undelivered, the re-mailing of Notices, attempts to locate Class Members, the names of the individuals
19 who submitted timely and valid Requests for Exclusion from Settlement, and the number of written
20 objections to the Settlement. The Administrator shall also provide to Class Counsel and Defendant's
21 Counsel authenticated copies of every written objection and Request for Exclusion that it received.
22 The Administrator will supplement its declaration as needed or requested by the Parties and/or the
23 Court.

24 78. Payment Schedule for All Court Approved Settlement Payments: Within three (3)
25 business days of the Court granting Final Approval of the Settlement, the Settlement Administrator
26 will calculate all payments due, and shall provide Defendant's Counsel and Class Counsel with a
27 report on all disbursements to be made under the Settlement.

28 79. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to

Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. The Individual Class Payment checks provided to Participating Class Members and Individual PAGA Payment checks provided to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Class Payment and/or Individual PAGA Payment. Expired checks for Individual Class Payments and Individual PAGA Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. Any funds remaining in connection with, and after the cancellation of checks issued to Participating Class Members and PAGA Members shall be redistributed on a pro-rata basis to those Participating Class Members who timely cashed their Individual Class Payment checks and Individual PAGA Payment checks ("Redistributed Settlement Payment Checks"). Redistributed Settlement Payment Checks will be valid and negotiable for sixty (60) calendar days from the date of original issuance, and thereafter, shall be cancelled. Subject to Court approval, all funds remaining from Redistributed Settlement Payment Checks that remain uncashed more than 60 calendar days after issuance, plus any interest accrued thereon, shall be distributed to Working Wardrobes ("Cy Pres Recipient"). The proposed *Cy Pres* Recipient is a non-profit organization that helps men, women, young adults, and veterans overcome difficult challenges so they can achieve the dignity of work. Should the Court reject Working Wardrobes as a viable *cy pres* recipient, the Parties agree to select and propose an alternate *cy pres* recipient ("Alternate *Cy Pres* Recipient"). Payment to the Cy Pres Recipient or Alternate Cy Pres Recipient shall be made after the Court enters an order approving the Parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384, *et seq.* Class Counsel and Defendant's counsel shall provide the Court with a declaration under oath certifying that they do not have any connection or relationship to the Cy Pres Recipient or Alternate Cy Pres Recipient that could reasonably create the appearance of any impropriety or potential conflict of interests of the Class.

80. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant

1 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
2 taxes and penalties to the appropriate government authorities.

3 81. Final Distribution Report and Declaration by Settlement Administrator: Within 10
4 calendar days after the Settlement Administrator disburses all funds in the Gross Settlement Amount,
5 the Administrator will provide Class Counsel and Defendant's Counsel with a final report detailing its
6 disbursements by employee identification number only of all payments made under this Agreement.
7 At least 14 calendar days before any deadline set by the Court, the Settlement Administrator will
8 prepare, and submit to Class Counsel and Defendant's Counsel, a signed declaration under oath
9 suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.
10 Class Counsel is responsible for filing the Settlement Administrator's Declaration with the Court.

11 82. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect
12 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying
13 on any statement, representation, or calculation by Defendant or by the Settlement Administrator in
14 this regard. Plaintiff and Participating Class Members understand and agree that they will be solely
15 responsible for the payment of any taxes and penalties assessed on the payments described herein.
16 Defendant's share of any employer payroll taxes and other required employer withholdings due on the
17 Individual Class Payments, including, but not limited to, Defendant's FICA and FUTA contributions,
18 shall be paid separate and apart from the Gross Settlement Amount.

19 83. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
20 the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an
21 "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
22 communication or disclosure between or among the Parties or their attorneys and other advisers, is or
23 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
24 relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31
25 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its
26 own, independent legal and tax counsel for advice (including tax advice) in connection with this
27 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party
28 or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication

1 or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed
2 on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
3 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
4 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
5 treatment or tax structure of any transaction, including any transaction contemplated by this
6 Agreement.

7 84. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant
8 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
9 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
10 of action or right herein released and discharged.

11 85. Release by Participating Class Members: Upon the complete funding of the Gross
12 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class
13 Members shall fully release and discharge the Released Parties from any and all Released Class Claims
14 for the Class Period. This release shall be binding on all Participating Class Members.

15 86. Release of PAGA Claims: Upon the complete funding of the Gross Settlement Amount,
16 Plaintiff, on behalf of the LWDA and State of California, shall fully release and discharge the Released
17 Parties from any and all Released PAGA Claims for the PAGA Period.

18 87. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
19 Settlement Amount, Plaintiff agrees—on behalf of herself only—to the additional following General
20 Release: In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby
21 fully releases the Released Parties from any and all Released Class Claims and Released PAGA
22 Claims, and also generally releases and discharges the Released Parties from any and all claims,
23 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have
24 been asserted against the Released Parties arising out of or relating to her employment by Defendant
25 or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
26 defamation, discrimination, harassment or wrongful termination of employment. This release
27 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
28 restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement

Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

Notwithstanding the foregoing, this release specifically excludes any claims Plaintiff has or may have that are not waivable by law, including claims for unemployment insurance, disability, social security, workers compensation, and the right to receive benefits under any retirement plan.

88. Neutral Employment Reference: Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide Plaintiff's dates of employment and job titles during employment. Defendant shall not refer to the Action or this Settlement.

89. Preliminary Approval Hearing: Promptly upon execution of this Settlement Agreement, Plaintiff shall file a Motion for Preliminary Approval requesting the entry of an order as follows:

- a. Granting preliminary approval of the Settlement Agreement;
- b. Certifying the Class for the purposes of Settlement;
- c. Approving, as to form and content, the proposed Notice;
- d. Approving the manner and method for Class Members to request exclusion from the Stipulation of Settlement as contained herein and within the Notice;
- e. Directing the mailing of the Notice to the Class Members, in accordance with the Agreement; and
- f. Setting a date for a Final Approval/Settlement Fairness Hearing.

In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff's motion for preliminary approval or delay the hearing thereon. This is a material term of the Agreement and any delay or opposition by Defendant will be grounds for Plaintiff to withdraw from the Agreement.

90. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to email, fax, or postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Class Payments; (b) PAGA Penalties; (c) Class Counsel's Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing and shall submit to the Court a Proposed Final Approval Order as follows:

- a. Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and costs;
- c. Approving the Class Representative Enhancement Payment to Plaintiff;
- d. Setting a date when the parties shall report to the Court the total amount that was actually paid to the Class Members; and
- e. Entering Final Approval Order and Judgment in this Action consistent with this Agreement.

Defendant agrees that it will not oppose Plaintiff's Motion for Final Approval and Attorneys' Fees and Costs.

91. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, Plaintiff will present the Final Approval Order and Judgment to the Court for its approval. After entry of the Final Approval Order and Judgment, the Court will have continuing jurisdiction pursuant to California Rules of Court, Rule

3.769 and Code of Civil Procedure section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

92. Nullification of Settlement Agreement: The Parties, Class Counsel and Defendant's Counsel pledge their good faith and fair dealing in supporting the approval of the Settlement by the Court. In the event that: (a) the Court does not grant preliminary or final approval of the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions prior to the Settlement and shall proceed in all respects as if this Settlement Agreement had not been executed. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Notwithstanding this provision, the Parties agree that they shall make a good faith effort to resolve any issues raised by the Court prior to invoking their right to nullify the Settlement under this provision. The Parties further agree that they will return to and attend mediation with Monique Ngo-Bonnici, Esq. in an effort to reach a settlement that may be approved by the Court.

93. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

94. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

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

96. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
3 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
4 unable to reach agreement on the form or content of any document needed to implement the
5 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
6 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

9 98. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto
10 will be governed by and interpreted according to the laws of the State of California.

11 99. Execution and Counterparts: This Settlement Agreement is subject only to the
12 execution of all Parties. However, the Settlement Agreement may be executed in one or more
13 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
14 the signature page, will be deemed to be one and the same instrument provided that counsel for the
15 Parties will exchange among themselves original signed counterparts.

16 100. 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.

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

25 102. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class
26 certification for purposes of this Settlement only; except, however, that either party may appeal any
27 court order that materially alters the Settlement Agreement's terms.

28 103. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate

1 to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is
2 not approved, the stipulation to certification will be void. The Parties further agree that certification
3 for purposes of the Settlement is not an admission that class action certification is proper under the
4 standards applied to contested certification motions and that this Agreement will not be admissible in
5 this or any other proceeding as evidence that either: (a) a class action should be certified or (b)
6 Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

20 105. Captions: The captions and section numbers in this Agreement are inserted for the
21 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
22 provisions of this Agreement.

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

27 107. Enforcement Action: In the event that one or more of the Parties institutes any legal
28 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

1 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
2 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
3 including expert witness fees incurred in connection with any enforcement actions.

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

9 109. Representation By Counsel: The Parties acknowledge that they have been represented
10 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
11 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
12 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

13 110. All Terms Subject to Final Court Approval: All amounts and procedures described in
14 this Settlement Agreement herein will be subject to final Court approval.

15 111. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to
16 promote participation in the Settlement Agreement, and in seeking court approval of the Settlement
17 Agreement, including working cooperatively to address any questions raised by the Court and making
18 any amendments to the Settlement Agreement required by the Court. The Parties and their counsel
19 agree not to take any action to encourage any Class Members to opt out of and/or object to the
20 Settlement Agreement. Defendant agrees not to obtain any settlement agreement waivers or release
21 agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning
22 claims released via this Settlement Agreement. The Parties will work in good faith to reach an
23 agreement approved by the Court. Defendant further agrees that it will provide Class Counsel with
24 any declarations or other evidence required by the Court in order to obtain preliminary and final
25 approval of the Settlement Agreement.

26 112. Confidentiality: Plaintiff, Class Counsel, Defendant and Defense Counsel separately
27 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will
28 not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate

1 or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any
2 person, corporation, association, government agency, or other entity except: (1) to the Parties’
3 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential;
4 (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
5 authorities; (4) in response to a court order or subpoena; or (5) agency. Each Party agrees to
6 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such
7 information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly
8 or indirectly, initiate any conversation or other communication, before the filing of the Motion for
9 Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this
10 Agreement except to respond only that “the matter was resolved,” or words to that effect. This
11 paragraph does not restrict Class Counsel’s communications with Class Members in accordance with
12 Class Counsel’s ethical obligations owed to Class Members. Plaintiff and Class Counsel further agree
13 that except as required in court filings, class notices, or other documents required to effectuate the
14 Settlement or otherwise comply with applicable law, no public statement, advertisement, or press
15 release or other communication shall include the name of Defendant or any of its affiliates,
16 subsidiaries, or parent companies. Nothing in this provision shall be construed as preventing Class
17 Counsel from referring to the Settlement or the Action in support of the adequacy as counsel for a
18 putative class or to justify an award of attorneys’ fees.

19 113. Binding Agreement: The Parties warrant that they understand and have full authority
20 to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable
21 and binding on all Parties, and agree that it will be admissible and subject to disclosure in any
22 proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that
23 otherwise might apply under federal or state law.

24 114. Stay of Proceedings Pending Approval of Settlement: The Parties stipulate and agree
25 that all proceedings and deadlines in the Action, other than proceedings necessary to carry out and/or
26 enforce the terms of the Settlement and to obtain preliminary approval and final approval of the
27 Settlement Agreement, shall be stayed pending completion of the preliminary and final approval of
28 the Settlement. The stay on the Action shall include, without limitation, a stay on the five-year

1 limitations period to bring the Action to trial under Code of Civil Procedure section 583.310, as well
2 as any and all class certification, discovery, and motion deadlines.

3
4 **APPROVED AS TO FORM AND CONTENT:**

5
6
7 Dated: 11/25/2025

By:

Sarah Thomas

Sarah Thomas (Nov 25, 2025 11:50:04 PST)

Plaintiff Sarah Thomas

8
9
10 Dated: December 4, 2025

By:

Signed by:
Jeff Neunsinger

02EEBC345A1749C
Name: Jeff Neunsinger

Title: Chief Financial Officer

For Defendant Raintree Systems, Inc.

11
12
13
14 **APPROVED AS TO FORM ONLY:**

15
16 Dated: 11/25/2025

PARKER & MINNE, LLP

17
18
19 By:

S. Emi Minne

S. Emi Minne

Attorneys for Plaintiff

SARAH THOMAS

20
21
22 Dated: December 4, 2025

DORSEY & WHITNEY, LLP

23
24 By:

Nisha Verma

Nisha Verma

Attorneys for Defendant

RAINTREE SYSTEMS, INC.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Sarah Thomas v. Raintree Systems, Inc.

Riverside County Superior Court, Case No. CVRI2405959

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid employees who are or were employed by Raintree Systems, Inc. in the State of California at any time from October 16, 2020, through November 30, 2025
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by a former employee of Raintree Systems, Inc. (“Defendant”) on October 16, 2024, in the Riverside County Superior Court, Case No. CVRI2405959 (“Lawsuit”). The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, the Lawsuit alleges that Defendant failed to pay minimum wages and overtime compensation, failed to provide meal and rest periods and associated premium pay, did not timely pay employees all wages owed upon termination of their employment, did not provide accurate wage statements, failed to reimburse employees for necessary business expenses, and engaged in unfair business practices. The Lawsuit claims that Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, statutory penalties, and restitution. The Lawsuit also seeks to recover civil penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, Sarah Thomas, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims (in this case all current and former hourly-paid employees who are or were employed by Defendant in the State of California at any time from October 16, 2020 through November 30, 2025). All these people are referred to in this Notice as Class Members. In a class action one court resolves the issues for all Class Members in one Lawsuit, except for those who exclude themselves from the Class. The Riverside County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [Date of Preliminary Approval] the Court granted preliminary approval of the Settlement, appointed Plaintiff Sarah Thomas as the Class Representative, and appointed her attorneys at Parker & Minne, LLP as counsel for the Class (“Class Counsel”). At this time the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. A final determination on the fairness, adequacy, and reasonableness of the proposed Settlement will be made by the Court at the Final Approval Hearing at [Final Approval Hearing Time] a.m./p.m. on [Final Approval Hearing Date], in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501.

WHO IS PART OF THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a hourly-paid employee in the

state of California at any time between October 16, 2020 through November 30, 2025.

WHAT DO I GET FROM THE SETTLEMENT?

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount (\$96,250.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed \$25,000.00;
- C. **Class Representative Enhancement Payment** in an amount not to exceed \$10,000.00 to Plaintiff;
- D. **Settlement Administration Costs** which are currently estimated not to exceed \$4,800.00; and
- E. **PAGA Penalties** in the amount of \$30,000.00 for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, (\$19,500.00) shall be paid to the LWDA. The remaining thirty-five percent (35%) (\$10,500.00) will be distributed to hourly-paid employees of Defendants in the state of California at any time from October 16, 2023, to November 30, 2025 (“PAGA Members”) for the release of their claims arising under PAGA.

Class Members are entitled to receive an Individual Class Payment from the Net Settlement Amount, which is determined on a *pro rata* basis based on the number of weeks each Class Member worked for Defendant as a hourly-paid employee of Defendants from October 16, 2020 through November 30, 2025 (“Workweeks”). Your Individual Class Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest and forty percent (40%) penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

PAGA Members are eligible to receive an Individual PAGA Settlement from the 35% portion of the PAGA Penalties allocated towards payment of employees, which is determined on a *pro rata* basis based on the number of weeks each PAGA Member worked for Defendant as a hourly-paid employee of Defendants from October 16, 2023 through November 30, 2025. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable). PAGA Members will receive an Individual PAGA Settlement even if they submit a Request for Exclusion.

6. How much will I receive from the settlement?

According to Defendant’s records, you worked:

- workweeks during the Class Period (October 16, 2020 to November 30, 2025); and
- workweeks during the PAGA Period (October 16, 2023 to November 30, 2025).

Based on the number of Workweeks credited to you, your Individual Class Payment is estimated to be \$_____, and your Individual PAGA Payment (if applicable) is estimated to be \$_____.

The settlement approval process may take multiple months. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

Your Individual Class Payment and/or Individual PAGA Payment was determined based on Defendant's record of your employment and are presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **[INSERT RESPONSE DEADLINE]**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Settlement Administrator, after you submit evidence to the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Payments and Individual PAGA Payments will be mailed to 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 your receipt of payment that you may be entitled to under the Settlement.**

The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators

[Address]
[Telephone No.]
[Fax No.]
[E-mail address]

7. How can I get a payment?

You do not have to do anything to receive payment of your portion of the Settlement.

8. What am I giving up if I do not request to be excluded from the settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Plaintiff and all Class Members who do not submit a timely request for exclusion shall release the "Released Parties" from the "Released Class Claims" for the Class Period.

The "Released Parties" include Defendant Raintree Systems, Inc. and its past, present and/or future officers, directors, employees, and agents.

The "Released Class Claims" means any and all claims, rights, demands, liabilities, damages, penalties, and causes of action that are alleged, or reasonably could have been alleged based on the factual allegations and claims asserted in the operative complaint in the Action, including the following claims: (1) Violation of California Labor Code section 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code section 226.7 and 512(a) (Unpaid Meal Period Premiums); (3) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (4) Violation of California Labor Code sections 1194, 1197, and 1197.1. (Unpaid Minimum Wages); (5) Violation of California Labor Code sections 201, 202 and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code section 226(a) (Failure to Provide Accurate Wage Statements); (7) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); and (8) claims for unfair or unlawful business practices under California Business & Professions Code section 17200 which are predicated on violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Released Class Claims pertains to the period of October 16, 2020 to November 30, 2025.

In addition, Plaintiff, on behalf of the LWDA and the State of California, shall fully release and discharge any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA which Plaintiff, the State of California, and/or the LWDA had, or may claim to have, against Released Parties, based on the violations alleged in the operative complaint in the Action and/or the PAGA Notice arising during the PAGA Period, 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 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, 2800, and 2802 (“Released PAGA Claims.”) The Released PAGA Claims pertains to the period of October 16, 2023 to November 30, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Penalties because the Request for Exclusion does not apply to the PAGA claim.

9. How can I not participate in the settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, and telephone number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Thomas v. Raintree Systems, Inc.* I understand that by excluding myself I will not receive money from the class portion of the settlement.” You may also use the “Request for Exclusion Form” enclosed with this Notice.

The written request for exclusion must be mailed, emailed, or faxed to the Settlement Administrator at the address listed below, by U.S. mail, facsimile, or e-mail by **[Insert Response Deadline]**. You cannot exclude yourself by phone.

Phoenix Settlement Administrators

[Address]

[Telephone No.]

[Fax No.]

[E-mail address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims. You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendants and/or the Released Parties, regarding the Released Class Claims.

10. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

11. If I exclude myself, can I get money from the settlement?

No (except if you worked between October 16, 2023 to November 30, 2025, in which case you will still receive your Individual PAGA Payment for Released PAGA Claims). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against and/or the Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

The Court has approved PARKER & MINNE, LLP as counsel for the Class for Settlement purposes. The firm’s contact information is:

PARKER & MINNE, LLP
S. Emi Minne
700 South Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833
Facsimile: (310) 889-0822

Class Counsel will ask the Court for attorneys' fees of up to \$96,250.00 and reimbursement of litigation costs and expenses of up to \$25,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail, email, or fax your objection to the Settlement Administrator no later than **[Insert Response Deadline]**. Your objection must include your full name, address, telephone number, and the specific reason for your objection. You may use the "Objection Form" enclosed with this Notice to submit your objection. You may also come to the Final Approval Hearing on **[Insert Response Deadline]** and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and requesting to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at **[Insert Final Approval Hearing Time]** a.m./p.m. on **[Insert Final Approval Hearing Date]**, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. A copy of the Court's tentative ruling on the Motion for Final Approval may be posted on the Court's website at <https://www.riverside.courts.ca.gov/online-services/tentative-rulings/>. Tentative rulings are typically posted the court day before the hearing.

17. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.com.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and/or the Released Parties about the Released Claims, ever again. Your Individual Class Payment and Individual PAGA Payment (if applicable) will be mailed to you and remain valid and negotiable for 180 days. If you do not cash the check for your Individual Class Payment and Individual PAGA Payment (if applicable) within 180 days, these funds will irrevocably lost to you because they will be redistributed to Participating Class Members who timely cashed their checks. If any checks from the redistribution remain uncashed after 60-days, the funds from such checks will be distributed to Working Wardrobes, the non-profit organization designated as the cy pres recipient.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.ribs.com, or by contacting the Settlement Administrator or Class Counsel by phone or email. You may also obtain copies of the Settlement Agreement through the Court's public online portal at <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access/>, and searching for Case No. CVRI2405959. If you obtain copies through the Court's public online portal, the Settlement Agreement is attached as Exhibit 1 to the Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LAWSUIT TO THE CLERK
OF THE COURT OR THE JUDGE**

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Thomas v. Raintree Systems, Inc.

Riverside County Superior Court, Case No. CVRI2405959

OBJECTION FORM

INSTRUCTIONS: If you wish to tell the Court that you do not like the Settlement or some part of it, you may make an objection by completing, signing and returning this Objection Form. Please state each reason for your objection and any legal support for your objection, and return the completed form to the Administrator via mail, email, or fax at:

Phoenix Settlement Administrators

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

THE DEADLINE TO SUBMIT THIS OBJECTION FORM IS [INSERT RESPONSE DEADLINE].

1. CONTACT INFORMATION

Name: _____
Home Street Address: _____
City, State, Zip Code: _____
Home Telephone Number: (____) _____

2. REASON FOR OBJECTION

Please state each reason you do not like the Settlement and any legal support for your objection:

Signed: _____ Dated: _____

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF RIVERSIDE

Thomas v. Raintree Systems, Inc.

Riverside County Superior Court, Case No. CVRI2405959

REQUEST FOR EXCLUSION FORM

ATTENTION: IF YOU SUBMIT THIS FORM YOU WILL NOT RECEIVE PAYMENT FROM THE CLASS ACTION PORTION OF THE SETTLEMENT. DO NOT USE THIS FORM IF YOU WISH TO PARTICIPATE IN THE PROPOSED CLASS SETTLEMENT.

INSTRUCTIONS: If you do not want to participate in the proposed Class Action Settlement, you may request to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must fully complete, sign, date and return this form to the Administrator via mail, e-mail, or fax at:

Phoenix Settlement Administrators

[Insert Address]

[Insert Fax Number]

[Insert Email Address]

If you were employed between October 16, 2020, and November 30, 2025, you will still receive your share of penalties arising under the California Private Attorneys General Act of 2004 ("PAGA") claim because the opt-out provision does not apply to this claim. However, you will not receive your share of the Settlement for the Class claims.

THE DEADLINE FOR SUBMITTING THIS FORM IS [RESPONSE DEADLINE]. IF YOU SUBMIT THIS FORM VIA MAIL, IT MUST BE POSTMARKED BY [RESPONSE DEADLINE].

By signing this form, I hereby certify that I wish to be excluded from the proposed Settlement reached in *Thomas v. Raintree Systems, Inc.* I understand that I will NOT receive any money from the proposed Settlement, and cannot object to the proposed Settlement at the Final Approval hearing. I understand that if I wish to pursue any claim I may have, I will be responsible for doing so on my own.

Dated: _____

Signed: _____

Print Name: _____

Address: _____

Home Telephone Number: _____