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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

STACY KRAEBEL, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

vs.

SIEMENS INDUSTRY, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **25STCV00036**

DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL

Hearing Date: December 8, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Laura A. Seigle
Dept: SS-17

Action Filed: January 2, 2025
Trial Date: Not set

I, Kyle Nordrehaug, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel for Plaintiff Stacy Kraebel ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of Plaintiff's unopposed motion for preliminary approval of the proposed class action settlement with Defendant Siemens Industry, Inc. ("Defendant") which seeks entry of an order: (1) preliminarily approving the proposed settlement of this class action with Defendant; (2) for settlement purposes only, conditionally certifying the Class, which is comprised of "all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period", which is March 25, 2023 through April 15, 2026, or for non-exempt employees who were or are classified as Area Sales Professionals ("ASP") at any time during the Class Period, their class period will be designated from October 28, 2024 to April 15, 2026 ("ASP Class Period"); (3) provisionally appointing Plaintiff as the representative of the Class; (4) provisionally appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the form and method for providing class-wide notice; (6) directing that notice of the proposed settlement be given to the class; (7) appointing Apex Class Action LLC as the Administrator, and (8) scheduling a final approval hearing date that is 120 days from preliminary approval (May 2027), to consider Plaintiff's motion for final approval of the settlement and for approval of attorneys' fees, expenses and service award. Plaintiff and Defendant (collectively the "Parties") have reached a full and final settlement of the above-captioned action, which is embodied in the Class Action and PAGA Settlement Agreement ("Agreement"). A true and correct copy of the signed Agreement is attached hereto as Exhibit #1. The form of the Agreement is based upon the Los Angeles County Superior Court model form for a class and PAGA settlement. A redline comparison between the Agreement and the Court's model form for a class and PAGA settlement is attached hereto as Exhibit #2. This Declaration incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth in the Agreement.

Fairness of Settlement

3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount of One Million Six Hundred Twenty-Five Thousand Dollars ($1,625,000.00) (the "Gross Settlement Amount") is to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the Parties and will be made in full and final settlement of the Released Class Claims in exchange for the payments to Participating Class Members from the Net Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys' fees and costs, (c) the Class Representative Service Payment, and (d) the PAGA Penalties payment allocated 65% to the LWDA and 35% to the Aggrieved Employees. (Agreement at ¶ 1.24.) The following is a table of the key financial terms of the Settlement and the proposed deductions:

$1,625,000.00 (Gross Settlement Amount)

- $25,000 (Plaintiff's proposed service awards - not to exceed amount)
- $35,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- $541,666 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- $35,000 (PAGA Payment - 65% to LWDA / 35% to Aggrieved Employees)
- $15,389 (Administration Expenses Payment - not to exceed amount)

$972,945 (Net Settlement Amount)

4. The relief provided in the Settlement will benefit all members of the Class. The Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way. Payments to the Class Members are all determined under a neutral methodology. Each Participating Class Member will receive the same opportunity to participate in and receive payment through a neutral formula that is based upon the weeks worked by that individual.

5. On December 18, 2025, the Parties participated in an all-day mediation session presided over by Steve Serratore, Esq., a respected and experienced mediator of wage and hour class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll, timekeeping and employment data and other information concerning the Class Members, various

internal documents, and other compensation and employment-related materials. Class Counsel analyzed the data with the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the mediator. The final settlement terms were negotiated and set forth in the Agreement now presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this Settlement is fair, reasonable, and adequate.

6. **Maximum Valuation and Discounted Valuation.** Based upon 1,123 Class Members who collectively worked 100,000 workweeks (Declaration of Thomas Altavilla at ¶4)[1], the Gross Settlement Amount provides an average value of $1,447 per Class Member and $16.25 per workweek and after deductions, the Net Settlement Amount provides an average recovery of $866.38 per Class Member and a recovery of $9.72 per workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damage expert. As to the Class whose claims are at issue in this Action, Plaintiff retained this expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages were calculated to be $153,143 for the alleged underpaid overtime based upon the miscalculation of the regular rate, $5,139 for the alleged underpaid sick pay as a result of the miscalculation of the regular rate, $1,285,536 for the alleged unpaid wages due to off-the-clock work at 10 minutes per week, $4,715,337 for the alleged meal period damages based upon a 18.9% potential violation rate for shifts observed in the time records, and $4,715,337 for alleged rest period damages based upon the same 18.9% potential violation rate observed for meal periods in the time records, $160,915 for alleged unreimbursed business expenses for personal cell phone usage at $5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of $10,877,125. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of between $2,484,268 and $3,941,286, depending on the predicate violation, and potential maximum wage

[1] These size Class figures are verified by the Declaration of Thomas Altavilla, attached as Exhibit #5 hereto. This Declaration confirms that the escalator in the Agreement was **not** triggered.

statement penalties were between $514,200 and $2,732,000, also depending on the predicate violation.[2] Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of $1,625,000.00 represents more than 14.9% of the maximum value of the alleged damages at issue in this case at the time this Settlement was negotiated.[3] Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above maximum calculations should then be adjusted in consideration for both the risk of class certification and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as compared to the potential value of claims in this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific details as to the calculation and valuation of the claims for purposes of mediation and the negotiation of the Settlement are as follows:

A. Payroll and Timekeeping Data. Defendant is the United States arm of the German tech giant, Siemens AG, focusing on transforming electrification, automation, software, and digital twin. Plaintiff received and Plaintiff's expert analyzed a sampling of payroll and time punch data which covered 74 employees, 35,380 shifts worked and 7,489 workweeks covering the period 1/4/2021 - 8/8/2025, which was then extrapolated to the entire Class at the time of mediation. Based on the data received, the average rate of pay for the Class used in the class-wide valuation calculations was $40.62.

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[2] While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and 226, at mediation Plaintiff recognized that these claims were subject to additional, separate defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as to whether and when the wages were due.").

[3] Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

B. Alleged Miscalculation of the Regular Rate. Plaintiff alleges that when paying overtime and sick pay, the Defendant incorrectly calculated the regular rate used for these wages. 71% of employees and 13.8% of pay periods have alleged overtime underpayments. 12.9% of employees and 0.7% of pay periods have alleged sick pay underpayments. The damages are calculated as the differences between the overtime wages and sick pay, assuming these earnings were paid properly at the regular rate including all remunerations above, and the actual payouts. The alleged unpaid wages from the miscalculation of the regular rate applicable to overtime was calculated to total $153,143. The alleged unpaid wages from the miscalculation of the regular rate applicable to overtime was calculated to total $5,139. Plaintiff believes this was a clear basis for liability as a matter of pure math, however, the damages for the Class are low. Plaintiff maintains that there is a high degree this claim would be certified and a high degree that liability could be establish on a class-wide basis. As a result, Plaintiff did not really discount this claim when evaluating the reasonableness of a settlement.

C. Alleged Off-The-Clock Work. The off-the-clock claim is based on allegations that Defendant instrcted employees to always put in 40 hours using rounded times, such that shifts were exac tly 8 hours in length, and Plaintiff took calls and emaisl outside of normal work hours. Defendant knew or should have known the Class Members worked off the clock due to these instructions and after hours work. As a result, they were systematically subjected to this alleged uncompensated work time. Off-the-clock damages assume employees were not paid 10 minutes per workweek. Unpaid off-the-clock time based on 10 hours per week summed up to 21,470 total unpaid OTC hours. 96.2% of these hours are assumed overtime. Unpaid OTC wages are calculated as the sum of unpaid regular OTC wages (at hourly rate) and unpaid overtime OTC wages (at 1.5x hourly rate). As a result, the maximum

value of the claim for unpaid wages due to alleged off-the-clock work was $1,285,536. In light of the Defendant's written policies requiring work time to be recorded in the manner required by the Defendant, Plaintiff believes that class certification for this claim is a medium risk and off-the-clock claims are difficult to prove on a class-wide basis for liability and recovery given the lack of documentation and the potential for individual variances as to time and experience, not to mention Defendant's position that this work time is in fact recorded. Plaintiff discounted this maximum valuation for this claim by 50% for the risk of certification and 50% for the risks of class-wide liability, resulting in a discounted value of $321,384.

D. **Meal Period Violations**. The meal period claim is based upon the analysis of time punch records. The time punch records reflect a maximum potential meal break violation rate of 18.9% of shifts greater than 6 hours (111,343 unique possible violations out of 590,086 shifts greater than 6 hours). The 49,789 unique meal break violations include at least one of the following: 1) recorded 1st meal break after the end of the 5th hour for shifts over 6 hours, 2) 1st meal break less than 30 minutes for shifts over 6 hours, 3) no 1st meal break for shifts over 6 hours, or 4) no 2nd meal break for shifts over 12 hours. The damages for a missed period is one hour of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged meal period violations using the 18.9% potential violation rate, and after deduction of the meal premiums paid by Defendant, were therefore calculated to be $4,715,337. The meal period claim presents a medium likelihood of class certification, and a medium likelihood that class-wide recovery could be obtained at trial. Plaintiff discounted this maximum valuation for this claim by 50% for the risk of certification and 50% for the risks of class-wide liability, resulting in a discounted value of $1,178,834.

E. **Alleged Rest Period Violations**. The rest period claim is difficult to

calculate because California law does not require rest periods to be recorded. For this claim, Plaintiff used the same 18.9% violation assumption based upon what was observed with meal periods. The damages for a missed period is one hour of pay under Labor Code §§266.7 and 512. As a result, the maximum potential damages for alleged rest period violations using this 18.9% violation rate, and after dedcution for rest period premiums already paid by Defendant, were estimated to be $4,715,337. The rest period claim presents a low likelihood of class certification and a low likelihood that class-wide recovery could be obtained at trial. Plaintiff discounted this maximum valuation for this claim by multiplying by 30% for the risk of certification and by 30% for the risks of class-wide liability, resulting in a discounted value of $424,380.

F. **Alleged Business Expenses Reimbursement**. The expense reimbursement claim was based upon the personal cell phone usage for work purposes, such as calls with management. The value of this claim used was $5 per month to calculate that the maximum potential damages for the alleged failure to reimburse business expenses were $160,915. Plaintiff believes that there is a high likelihood of class certification for this claim, and medium likelihood of class-wide liability. Defendant contended that any personal cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. This defense could result in a denial of a denial of liability on this claim. Plaintiff did not discount this claim for the risk of certification, but discounted the claim by 50% for the risks of class-wide liability and recovery, resulting in a discounted value of $80,478.

G. **Alleged Waiting Time Penalties**. Waiting Time Penalties are calculated for all 376 terminated employees x 30 days x 8.4 hours per day. As such, the maximum value of the potential waiting time penalties were calculated to be $3,941,286 An alternative calculation was performed for the 237 employees

with a regular rate miscalculations which resulted in potential waiting time penalties of $2,484,268. This claim is entirely derivative of the unpaid wage claims above, and therefore suffers from the same risks, plus Defendant maintains additional defenses of a good faith defense specific to this claim. The recent decision that good faith belief dispute as to wages owed by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this claim even if wages were owed to the class. In light of the state of the law, and the Defendant's defenses not only to the predicate claims and certification, but also as to a good faith defense to the wage statement claim resulting in an additional risk discounting by multiplying by 25%, Plaintiff discounted ths claim significantly to $246,330.

H. Alleged Wage Statement Penalties. Wage Statement Penalties are calculated at $50 for the initial violation and $100 for each subsequent violation with a max of $4,000 per employee (assumes 100% violation). The Wage Statement claim is predicated and is derivative of the above claims, so the maximum valuation assumed there was a violation in every pay period within the applicable one-year statute of limitation. The maximum value of the potential wage statement penalties were therefore calculated to be $2,732,000, or alternatively $514,200 if only applied to the employees with the alleged regular rate miscalculation. This claim is entirely derivative of the unpaid wage claims above, and therefore suffers from the same risks, plus Defendant maintains additional defenses of a lack of knowing and willful conduct specific to this claim. The recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate this claim even if wages were owed to the class. In light of the state of the law, and the Defendant's defenses not only to the predicate claims but also as to a good faith defense to

the wage statement claim resulting in an additional risk discounting by 25%, Plaintiff discounted ths claim significantly to $170,750.

I. Total Discounted Valuation. Based upon the above discounted valuations for each of the above class claims, the total discounted valuation for all class claims would be $2,590,438, which compares favorably to the Gross Settlement Amount in this Settlement.

J. Alleged PAGA Claim. The PAGA Claim is not a class claim and the PAGA penalties are paid primarily (65%) to the State of California, and do not compensate for or release the individual claims of the employees. As such, the PAGA Claim is not included in this valuation, however, the PAGA claim is addressed separately below at paragraph 33.

Procedural History of the Litigation

7. On December 20, 2024, Plaintiff filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. The PAGA Notice specifically alleged violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and violation of the applicable Wage Order(s). This PAGA Notice is attached hereto as Exhibit #3 for the Court's reference and also included a copy of the draft complaint with the PAGA Notice.

8. On January 2, 2025, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles ("Class Action"). This Class Action Complaint asserted class claims against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194 & 1198; (4) failure to provide

required meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage statements in violation of California Labor Code §§ 226.7 and 512; (7) failure to to reimburse employees for required expenses in violation of California Labor Code § 2802; (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and, (9) failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246. On January 31, 2025, Defendant removed the Class Action to the United States District Court, Central District Of California. On March 11, 2025, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s). The PAGA Action also alleged individual claims by Plaintiff against Defendant for Discrimination and Retaliation in Violation of FEHA; and, Constructive Discharge and Other Adverse Employment Actions in Violation of Public Policy.[4] On April 24, 2025, United States District Court, Central District Of California ordered the Class Action and the PAGA Action consolidated, with the Class Action as the lead case.

9. As part of this Settlement, the Parties stipulated to the remand this Action to the Superior Court of the State of California, County of Los Angeles, which the United States District Court, Central District Of California ordered on March 11, 2026. On June 1, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint in this Action in the Class Action which added the claims and parties from Plaintiff's PAGA Action. The First Amended Class and

[4] The Plaintiff filed a request for dismissal of the PAGA Action on February 23, 2026 following the filing of Plaintiff's First Amended Class Action Complaint in this Action.

Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint").

10. Over the course of litigation, the Parties engaged in the investigation of the claims, including informal discovery, and the production of hundreds of pages of documents, class data, and other information, allowing for the full and complete analysis of liabilities and defenses to the claims in the Action. The information for mediation obtained by Plaintiff included: (1) data concerning the class; (2) a sampling of payroll data and time punch data for the Class covering 74 employees, 35,380 shifts worked, and 7,489 workweeks covering the period 1/4/2021 - 8/8/2025 which was then extrapolated to the Class; (3) Defendant's wage and hour policies; (4) the employment file for the Plaintiff; and, (5) samples of wage statements provided by Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the Class.

11. Class Counsel has extensive experience in litigating wage and hour class actions in California. The Parties have intelligently litigated the Action since inception. During the course of litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and Defendant have engaged in significant research and investigation in connection with the Action. Plaintiff obtained informal discovery and the production of relevant documents and data from the Defendant. Class Counsel has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert to perform an analysis of the data and valuation of the claims.

12. Plaintiff and Defendant agreed to discuss resolution of the Action through a mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of documents and information in connection with the Action. On December 18, 2025, the Parties participated in an all-day mediation presided over by Steve Serratore, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in a memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's length and contentious.

13. Although a settlement has been reached, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than settlement, the Action is appropriate for class and/or representative treatment. Defendant contends, among other things, that it has complied at all times with the California Labor Code, applicable Wage Order, and all other laws and regulations. Further, Defendant contends that class certification is inappropriate for any reason other than for settlement. Plaintiff contend that Defendant violated California wage and hour laws. Plaintiff further contend that the Action is appropriate for class certification on the basis that the claims meet the requisites for class certification. Without admitting that class certification is proper, Defendant has stipulated that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.11). The Parties agree that certification for settlement purposes is not an admission that class certification is proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Class are satisfied.

14. Class Counsel has conducted an investigation into the facts of the class action. Informal discovery was obtained, which included the production of hundreds of pages documents and data. Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation. In addition, Class Counsel previously negotiated settlements with other employers in actions involving nearly identical issues and analogous defenses. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

Settlement Terms and Plan of Allocation

15. The Gross Settlement Amount is One Million Six Hundred Twenty-Five Thousand Dollars ($1,625,000.00). (Agreement at ¶ 1.24.) Under the Settlement, the Gross Settlement Amount consists of the following elements: (1) payment of the Individual Class Payments to the Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff; and (5) the PAGA Penalties payment allocated 65% to the LWDA PAGA Payment and 35% to the Individual PAGA Payments. (Agreement at ¶ 1.24.) The Gross Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay payroll taxes thereon no later than 65 days after the Effective Date. (Agreement at ¶ 4.3.) The distribution of Individual Class Payments to Participating Class Members will be made within 14 days after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 5.1.)

17. The amount remaining in the Gross Settlement Amount after the deduction of Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at ¶¶ 1.30 and 3.2.) The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period or for Area Sales Professional Class Members during the ASP Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶ 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members will have the right to challenge the number of Workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to

receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved will be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of any request for exclusion from the Class. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ 8.6 and 8.7, and Ex. A.)

19. Participating Class Members must cash their Individual Class Payment check within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within 180 days will be voided and any funds represented by such checks sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (the "Cy Pres Recipient"). The Parties agreed to propose Community Law Project as the Cy Pres Recipient, and the Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator will be paid for settlement administration in an amount not to exceed $15,389. (Agreement at ¶ 3.2(c).) Apex Class Action provided an estimate of $13,990 for administration expenses as set forth in the declaration from Apex Class Action, submitted herewith.

21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment. (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of Class Counsel Litigation Expenses Payment in an amount not to exceed $35,000. (Agreement at ¶ 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than $25,000 to the Plaintiff as the Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

22. Subject to Court approval, the PAGA Penalties will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are $35,000. (Agreement at ¶¶ 1.36 and 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Penalties shall be allocated as follows: 65% shall be allocated to the Labor Workforce Development

Agency ("LWDA") as its share of the civil penalties and 35% allocated to the Individual PAGA Payments to be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.

24. A number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked and that all work time was properly recorded and compensated. Defendant contends that its meal and rest period policies fully complied with California law and Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant contends that there was no failure to pay for business expenses and any cell phone usage was merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant could argue that the Supreme Court decision in *Brinker v. Superior Court,* 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and rest period claims. Defendant also argues that based on their facially lawful practices, Defendant acted in good faith and without willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (May 6, 2024) ("if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it

has not knowingly and intentionally failed to comply with the wage statement law.") Defendant's defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

25. There was also a significant risk that, if the Action was not settled, Plaintiff would be unable to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf of any employees other than themselves. At the time of the mediation, Defendant forcefully opposed the propriety of class certification, arguing that individual issues precluded class certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class has been certified. While other cases have approved class certification in wage and hour claims, class certification in this action was hotly disputed and the maintenance of a certified class through trial was by no means a foregone conclusion.

26. This settlement is therefore certainly entitled to preliminary approval. Were this case to go to trial, the Plaintiff and the other class members would need to prove, among other things, that wages were owed on a class-wide basis. As explained below, this was and is a substantial risk:

A. **Risks With Specific Claims and Their Class-Wide Valuations -** The specific claims also had risks which impacted both liability and the valuation of the claim. The meal and rest break claims present significant hurdles for class certification because of the potential for individual issues as to why a break was missed. In my experience, these claims would be difficult to certify. As to the alleged claim for off-the-clock-work, again this claims presented problems both as to certification and liability. Defendant could argue that the alleged tasks were either performed while clocked in or were otherwise negligible work time. Defendant disputed that the alleged off-the-clock work would amount to 10 minutes per week as Plaintiff calculated, as Defendant contended that even if there was such unaccounted time, it was a sporadic such as log in delay and just a few minutes. Therefore, this claim

would be difficult to prove and to value on a class-wide basis even if certified. Finally, as to the statutory penalties relating to waiting time and wage statements, these claims are both derivative of the above claims and are subject to their own defenses. As discussed above, the Defendant asserted significant defenses to all of the predicate violations, which means that under the new decision in *Naranjo*, even if the violations were proven, these penalties would be denied. As a result, the claims for statutory penalties could have no value through continued litigation.

27. Plaintiff will apply to the Court for a Class Representative Service Payment in consideration for her service and for the risks undertaken on behalf of the Class. (Agreement at ¶ 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel over the course of litigation. The Declaration of the Plaintiff is submitted in support of this motion. At this stage, the not to exceed amount for the requested service award is within the accepted range of awards for purposes of preliminary approval, subject to the Court's determination at final approval. *See e.g. Louie v. Kaiser Foundation Health Plan, Inc*., 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding $25,000 service award in overtime class action and a pool of $100,000 in enhancements); *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019) (granting request for $12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.,* 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding $12,500 where average class member payment was $351).

28. The stage of the proceedings at which this Settlement was reached also militates in favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel began investigating the Class Members' claims before the Action was filed, and during the course of litigation, Class Counsel engaged in informal discovery to obtain necessary information. Class Counsel conducted a review and analysis of the relevant documents and data. Class Counsel was

also experienced with the claims at issue here, as Class Counsel previously litigated and settled similar employment claims in other actions. Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

29. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel possessed sufficient information to make an informed judgment regarding the likelihood of success on the merits and the results that could be obtained through further litigation.

Class Certification Issues

30. Plaintiff contends that the proposed settlement meets all of the requirements for class certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court should conditionally certify the Class for settlement purposes only, defined as follows:

> All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

(Agreement at ¶ 1.7.)

The Class Period is from March 25, 2023 through April 15, 2026. (Agreement at ¶ 1.15.) For non-exempt employees who were or are classified as an ASP at any time during the Class Period, their class period will be designated from October 28, 2024 to April 15, 2026 ("ASP Class Period").

a. **Numerosity** - Plaintiff asserts that the 1,123 current and former employees that comprise the Class can be identified based on Defendant's records and are sufficiently numerous for class certification.

b. **Common Issues Predominate** - Plaintiff contends that common questions of law and fact are present, specifically the common questions of whether Defendant's employment

practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether Class Members were lawfully compensated for all hours worked, whether Defendant failed to provide required expense reimbursement, and whether Class Members are entitled to damages and penalties as a result of these practices. Plaintiff contends that certification of this Class is appropriate because Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result, these common questions of liability could be answered on a class wide basis.

c. **Typicality** - In this Action, Plaintiff contends that the typicality requirement is fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant as a non-exempt employee, and, like every other member of the Class, was subject to the same employment practices. Plaintiff, like every other member of the Class, also claims owed compensation as a result of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiff and the members of the Class arise from the same course of conduct by Defendant, involve the same issues, and are based on the same legal theories.

d. **Adequacy** - Plaintiff contends that the Class Members are adequately represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest with other class members, and (b) will prosecute the case vigorously on behalf of the class. This requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class and has actively participated in the prosecution of this case to date. Plaintiff effectively communicated with Class Counsel, provided documents and information to Class Counsel, and participated in the investigation and resolution of the Action. The personal involvement of the Plaintiff was essential to the prosecution of the Action and the monetary settlement reached. Second, Plaintiff retained competent counsel who are experienced in employment class actions and who have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts and legal theories. Under such circumstances, there can be no conflicts of interest, and adequacy of representation is satisfied.

31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can

competently represent the Class. Other lawyers at my firm and I have extensive class litigation experience. We have handled a number of class actions and complex cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters. We have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly experienced in wage and hour employment law class actions, including claims for misclassification, overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be adequate counsel by the courts throughout California. We have been approved as experienced class counsel by both state and federal courts in California in contested class certification proceedings. A true and correct copy of the resume of my firm is attached hereto as Exhibit #4. The Class in this settlement is defined as "all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period." I have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or representation which would prevent my firm from representing the interests of the Class this case. My firm only represents employees, and not employers. My firm has never represented Defendant nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of other employees and classes as the claims are all against different and distinct employers. I can think of no conflict that would arise in our representation of the Class and our adequate representation of the Class is evidenced by the successful prosecution of the class claims to reach an excellent recovery for the Class. Moreover, neither the Plaintiff nor Class Counsel have any affiliation with the proposed Administrator nor the proposed Cy Pres Recipientcfor this settlement. Thus, the adequacy requirement for my firm is satisfied.

32. The Class Notice, drafted jointly and agreed upon by the Parties through their respective counsel and to be approved by the Court, is based on the Los Angeles model form and

includes all relevant information. (*See* Exhibit "A" to the Agreement.) The Parties agree that a Spanish translation is not required. The Class Notice will include, among other information: (i) information regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out, including a description of the applicable release; (iii) information to the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the amount of the Plaintiff's service award request; and (vi) the anticipated expenses of the Administrator. The Class Notice will state that the Class Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement at ¶¶ 1.44, 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing. (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Individual Class Payment. This notice program was designed to meaningfully reach the Class Members and it advises them of all pertinent information concerning the Settlement.

33. The PAGA Claim -

a. **Approval of PAGA Settlements**. The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent

class members." (LWDA Response at p.4).

b. **Valuation of the PAGA Claim**. For mediation, Plaintiff calculated the maximum value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between $4,700,000 and $9,400,000 for a single violation in every one of the 94,000 weekly pay periods at issue in the PAGA Period for the 347 Aggrieved Employees, depending on whether the violation was $50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of $100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking.[5] The PAGA allocation in the Settlement is the amount of $35,000. This allocation is justified by several important considerations. First, the PAGA claim was subject to the same risks as the underlying class claims. Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third, in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which only provided for a PAGA penalty of $5 per violation. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. Even if we assume that violations for all 94,000 pay periods were established, using the valuation from *Carrington* results in a potential recovery of only $470,000 under PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of this potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning of the LWDA in *O'Connor v. Uber*.

[5] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of between $4,700,000 and $9,400,000 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. The 2024 amendment to PAGA casts further doubt on whether stacking would be permitted.

c. **Comparable PAGA Settlements**. In reaching the settlement of the PAGA claim, Class Counsel was also aware of what allocations other Courts have approved for similar PAGA settlements as compared to the total settlement amount. A class settlement that allocates approximately 2.1% of the total settlement value to resolve the PAGA claims applicable to the class is also supported by what has been approved in other wage-and-hour class settlements. Indeed, Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of $5,000 in a $1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) ($7,500 payment to LWDA for PAGA on a $1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of $5,000 in a $500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of $10,000 to the LWDA for PAGA out of $1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of $7,500 to the LWDA out of $6.9 million common-fund settlement); Franco v. Ruiz Food Products, Inc., 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of $7,500 to the LWDA out of $2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of $408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of $3,700,000, with $10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of $8.25 million, with $82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of $2 million, with $10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) ($100,000 allotted as PAGA penalties or 0.48% of $21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) ($10,000 allotted as PAGA penalties or 0.13% of $7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)

($10,000 allotted as PAGA penalties or 0.22% of $4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) ($15,000 allotted as PAGA penalties or 0.40% of $3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) ($15,000 allotted as PAGA penalties or 0.46% of $3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) ($10,000 allotted as PAGA penalties or 0.40% of $2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) ($1,000 allotted as PAGA penalties or 0.18% of $550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) ($2,500 allotted as PAGA penalties or 0.37% of $675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) ($3,000 allotted as PAGA penalties or 0.33% of $900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) ($5,000 allotted as PAGA penalties or 0.38% of $1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc*., No. 2:15CV00890 (C.D. Cal. 2017) ($5,000 allotted as PAGA penalties or 0.34% of $1,450,000 settlement amount).

34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and reasonable, and at the time of final approval, my firm will present lodestar to further support the reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees equal to one-third of the common fund in Court-approved wage and hour class settlements. Some of the class action awards obtained by Class Counsel in similar employment actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total settlement value: On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 3019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil awarded Class Counsel a one-third

fee award in a wage and hour class settlement. On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California Fine Wine &* Spirits (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, *in Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in *O'Donnell v, Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM Tecnical Services, Inc.*

(Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healtcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-their fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. On August 9, 2024, in *Cranton v. Grossmont Hospital* (San Diego Superior Court Case No. 37-2022-00001574), Judge Gregory Pollack approved a one-third fee award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*

Care Staffing (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award in a wage and hour class settlement. On November 14, 2025, in *Watson v. San Diego Dialysis* (San Diego Superior Court Case No. 37-2024-00002851), Judge Wendy M. Behan approved a one-third fee award in a wage and hour class settlement. On February 26, 2026, in *Rugama-Hernandez v. P$B Intermodel Services* (Los Angeles County Superior Court Case No, 24STCV07771), Judge Timothy Patrick Dillon approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

35. Class Representative Service Payment - The reasonableness of the requested service award is also established by reference to the amounts that other California courts have found to be reasonable in wage and hour class action settlements: *Louie v. Kaiser Foundation Health Plan, Inc*., 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding $25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding $25,000 service award in overtime class action and a pool of $100,000 in enhancements); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding $25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding $14,767 service award); *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding $15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County Superior Court (June 24,

2010)(awarding $15,000 service award)

36. Potentially Related Other Actions - Besides this Action, I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.12.) I have searched the LWDA database which evidences that there are no other currently pending PAGA actions against Defendant (other than PAGA Notice served in this Action).

37. Administration - After seeking bids from qualified administrators, Apex Class Action was selected as the Administrator, as Apex Class Action provided an estimate of $13,990 to perform the settlement administration for a Class of up 1,235. I have used Apex Class Action successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with Apex Class Action, and thus no conflict of interest exists. Submitted herewith is the Declaration of Sean Hartranft from Apex Class Action which includes the estimate for administration from Apex Class Action.

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I also served the LWDA with this Declaration which service included the Class Action and PAGA Settlement Agreement and is verified by the accompanying proof of service.

Escalator Provision:

39. The escalator clause has **not** been triggered. The total number of workweeks for the Class is 100,000 workweeks based on the Declaration of Thomas Altavilla attached hereto as Exhibit #5, which is below the escalator clause threshold of 112,500 workweeks. Therefore, the Class Period and the Gross Settlement Amount remain unchanged.

I declare under penalty of perjury under the laws of the State of California that the foregoing

is true and correct. Executed this 26th day of October, 2026, at La Jolla, California.

By: */s/ Kyle Nordrehaug*
Kyle Nordrehaug

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Stacy Kraebel ("Plaintiff") and defendant Siemens Industry, Inc., ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" collectively means the Plaintiff's lawsuits alleging wage and hour violations against Defendant captioned : (1) *Stacy Kraebel vs. Siemens Industry, Inc.*, Case No. 25STCV00036, initiated on January 2, 2025 in Superior Court of the State of California, County of Los Angeles, and subsequently removed to the United States District Court for the Central District of California, Case No. 25-885-GWMARx; and (2) *Stacy Kraebel vs. Siemens Industry, Inc.*, Case No. 25CHCV00863, PAGA Notice sent on December 30, 2024, filed on March 11, 2025, 20m 2 on January 2, 2025 in Superior Court of the State of California, County of Los Angeles, and subsequently removed to the United States District Court for the Central District of California, Case No. 3194-GW-MARx. On April 24, 2025, both matters were consolidated into the first filed matter, Case No. 25-885-GWMARx, which was remanded to the Superior Court of the State of California, County of Los Angeles as discussed herein.

1.2. "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

1.5. "Area Sales Professional Class" means all Class Members who are or previously were employed by Defendant in California and classified as an Area Sales Professionals ("ASP") at any time during the ASP Class Period.

1.6. "ASP Class Period" means the period of time from October 28, 2024 through to April 15, 2026.

1.7. "Class" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

1.8. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

1.9. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

1.10. "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.

1.11. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.12. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

1.13. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

1.15. "Class Period" means the period of time from March 25, 2023 through April 15, 2026.

1.16. "Class Representative" means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

1.17. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

1.18. "Court" means the Superior Court of California, County of Los Angeles.

1.19. "Defendant" means Siemens Industry, Inc.

1.20. "Defense Counsel" means Alex Polishuk and Armida Derzakarian of Polsinelli LLP.

1.21. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Class Member timely objects to the Settlement, or all objections are withdrawn, five (5) court days after the Court enters Judgment; (b) if one or more Class Members objects to the Settlement, five (5) court days after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, five (5) court days after the appellate court affirms the Judgment and issues a remittitur.

1.22. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment

1.24. "Gross Settlement Amount" means One Million Six Hundred Twenty Five Thousand Dollars ($1,625,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount also excludes Plaintiff's individual settlement which is subject to a separate confidential individual release and will be separately funded by Defendant outside from the Gross Settlement Amount.

1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.27. "Judgment" means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

1.28. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.29. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA

under Labor Code section 2699, subd. (i).

1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.31. "Non-Participating Class Member" means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.

1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33. "PAGA Period" means the period of time from December 30, 2023 through April 15, 2026.

1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.35. "PAGA Notice" means the Plaintiff's December 30, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($12,250) and the 65% to LWDA ($22,750) in settlement of PAGA claims.

1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.

1.38. "Plaintiff" means Stacy Kraebel, the named plaintiff in the Action.

1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.40. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, during employment in a non-exempt position in California. The Released Class Claims include the following: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu of; (iii) failure to provide rest periods or compensation in lieu of; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at termination or resignation; (vi) failure to reimburse all business expenses; (vii) failure to keep accurate payroll records: (viii) failure to provide suitable seating; (ix) failure to pay sick wages; and (x) unfair business practices. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff's individual claims against Defendant that are being separately settled with a separate

confidential settlement agreement, claims for vested benefits (other than PTO), wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

1.41. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits (other than PTO), claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1.42. "Released Parties" means Defendant and Defendant's parent companies, subsidiaries, affiliates, division, predecessors, assigns and joint venturers, past, present and/or future, and each of their direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

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

2. RECITALS

The Class Action

2.1. On January 2, 2025, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "Class Action"). Plaintiff's Class Action Complaint asserted claims that Defendant:

(a) Violated California Business and Professions Code § 17200 et seq.;
(b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
(c) Failed to pay overtime wages in violation of California Labor Code § 510;

(d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
(g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
(h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and
(i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On January 31, 2025, Defendant removed the Class Action to the United States District Court, Central District Of California.

The PAGA Action

2.3. On March 11, 2025, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s). The PAGA Action also alleged individual claims by Plaintiff against Defendant for Discrimination and Retaliation in Violation of FEHA; and, Constructive Discharge and Other Adverse Employment Actions in Violation of Public Policy.

2.4. On April 11, 2025, Defendant removed the Class Action to the United States District Court, Central District Of California.

Consolidation, Remand, and Pleading Amendment

2.5. On April 24, 2025, United States District Court, Central District Of California ordered the Class Action and the PAGA Action consolidated, with the Class Action as the lead case.

2.6. As part of this Agreement, the Parties stipulated to the remand this Action to the Superior Court of the State of California, County of Los Angeles, which the United States District Court, Central District Of California ordered on March 11, 2026.

2.7. As part of this Agreement, the Parties also stipulated to the filing of a First Amended Class and Representative Action Complaint in the Class Action that adds the claims and parties from Plaintiff's PAGA Action. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint"), which was filed on June 1, 2026.

2.8. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

Mediation and Settlement

2.9. On December 18, 2025 the Parties participated in an all-day mediation presided over by Steve Serratore, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.10. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay 1,625,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The Gross Settlement Amount also excludes Plaintiff's individual settlement which is subject to a separate confidential

individual release and will be separately funded by Defendant outside from the Gross Settlement Amount.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

(a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $25,000 (in addition to any individual settlement subject to a separate individual settlement agreement, Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $541,666, and a Class Counsel Litigation Expenses Payment of not more than $35,000. Defendant will not oppose requests for these payments provided that the fees and expenses do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

(c) To the Administrator: An Administration Expenses Payment not to exceed $15,389 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than $15,389, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $35,000 to be paid from the Gross Settlement Amount, with 65% ($22,750) allocated to the

LWDA PAGA Payment and 35% ($12,250) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($12,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

(e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period or for Area Sales Professional Class Members during the ASP Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.

i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 1123 Class Members who collectively worked a total of 100,000 Workweeks, and 1007 Aggrieved Employees who worked a total of 94,000 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under

this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than sixty-five (65) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

5.1. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is one hundred eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient") The Parties proposed Community Law Project as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to Plaintiff's individual claims against Defendant that are being separately settled with a separate confidential settlement agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Other Claims. Plaintiff represents that she has additional individual claims against Defendant that Plaintiff is separately settling. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual claims as set forth in a separate confidential individual settlement agreement with an informed waiver or right California Civil Code § 1542. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

7.1. Defendant's Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

7.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

8.4. Notice to Class Members.

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

(b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later than seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

(d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the

Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

(c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

8.7. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

(b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

(d) Weekly Reports The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

(e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. **CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE**. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If at the time of Preliminary Approval, the actual number of Workweeks in the Class Period has increased by more than 12.5% over the 100,000 Workweek estimate (i.e., over 112,500 Workweeks), then the Gross Settlement Amount will be increased proportionately.

10. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. At the conclusion of the Response Deadline, the Administrator shall supply Class Counsel and Defense Counsel with a draft declaration regarding administration of the notice, the number and identity of individuals who requested to be excluded from the Settlement, if any, and the number of objections to the Settlement, if any. Class Counsel shall be responsible for reviewing and approving the draft declaration. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab

initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement

except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

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

13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

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

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

Alex Polishuk
Armida Derzakarian
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Tel.: (310) 556-1801
Fax: (310) 556-1802
E-Mail: apolishuk@polsinelli.com
aderzakarian@polsinelli.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the date to bring the Actions to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 06/23/2026

Stacy Kraebel (Jun 23, 2026 15:20:50 PDT)

Plaintiff Stacy Kraebel

Dated: 07/08/2026

Electronically signed by: Peter Kamps
Date: Jul 8, 2026 13:35:11 CDT

Peter Kamps [name]

Electronically signed by: Paul Hayes
Date: Jul 8, 2026 14:40:33 CDT

07/08/2026

Paul Hayes [name]

For Defendant Siemens Industry, Inc.

Dated: 6/23/26

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 7/9/26

Alex Polishuk
Armida Derzakarian
Polsinelli LLP
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR FINAL COURT APPROVAL]

EXHIBIT "A"

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Kraebel vs. Siemens Industry, Inc.,
Superior Court of the State of California, County of Los Angeles, Case No. 25STCV00036

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendant Siemens Industry, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff Stacy Kraebel ("Plaintiff") and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period (March 25, 2023 through April 15, 2026) ("Class Members"), or for Class Members who are or previously were employed by Defendant as an Area Sales Professionals at any time during the ASP Class Period (October 28, 2024 through to April 15, 2026), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 30, 2023 through April 15, 2026) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be <<$_____>> (less withholding), and your Individual PAGA Payment is estimated to <<be $_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked <<_____>> workweeks** during the Class Period or during the ASP Class Period if you were and Area Sales Professional, and **you worked <<_____>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described below in Section 4 below.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement ("Released Class Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____.**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **7** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.

Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by the Response Deadline _____**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **8** of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 17 before Judge Laura A. Seigle. This hearing may change as explained below in Section **9**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **9** of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods **Witten Challenges Must be Submitted by the Response Deadline (_____)**	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **5** of this Notice

1. What is action about?

Plaintiff was an employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods and unpaid premiums, failing to provide required rest periods and unpaid premiums, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiff also seeks civil penalties in a representative claim under the Private Attorneys General Act ("PAGA").

Defendant strongly denies that it violated any laws or failed to pay any wages and further denies

any liability whatsoever to Plaintiff, the Class, or Aggrieved Employees. Defendant contends it complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendant or Plaintiff are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to end the case (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement ("Settlement" or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. **Defendant has agreed to pay an "all in" amount of One Million Six Hundred Twenty-Five Thousand Dollars ($1,625,000) (the "Gross Settlement Amount") to fund the settlement of the Action.** The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties to the LWDA under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 65 days after the Effective Date. The "Effective Date" means the date five (5) court days after the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed $15,389, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.

- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals $541,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed $35,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payment. A Class Representative Service Payment in an amount not more than $25,000 to the Plaintiff as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.

- PAGA Penalties. A payment of $35,000 relating to Plaintiff's claim under PAGA, $22,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining $12,250 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($12,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, which is December 30, 2023 through April 15, 2026.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least $972,945. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period or for Area Sales Professional Class Members during the ASP Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class

Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively, the "Non-Wage Portion"). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money, and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties have proposed Community Law Project to be the Cy Pres Recipient, and represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, during employment in a non-exempt position in California. The Released Class Claims include the following: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu of; (iii) failure to provide rest periods or compensation in lieu of; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at termination or resignation; (vi) failure to reimburse all business expenses; (vii) failure to keep accurate payroll records: (viii) failure to provide suitable seating; (ix) failure to pay sick wages; and (x) unfair business practices. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than PTO), wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits (other than PTO), claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant and Defendant's parent companies, subsidiaries, affiliates, division, predecessors, assigns and joint venturers, past, present and/or future, and each of their direct and/or indirect officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period or for Area Sales Professional Class Members during the ASP Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendant's records reflect that you worked <<_____>> Workweeks during the Class Period (March 25, 2023 through April 15, 2026), or if you were employed by Defendant as an Area Sales Professionals during the ASP Class Period (October 28, 2024 through to April 15, 2026).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendant's records reflect that you worked <<_____>> PAGA Pay Periods during the PAGA Period (December 30, 2023 through April 15, 2026). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement**, **and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is $35,000, of which $12,250 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the request to opt out to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Kraebel vs. Siemens Industry, Inc.* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Kraebel vs. Siemens Industry, Inc.*, Case No. 25STCV00036. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kraebel vs. Siemens Industry, Inc.* or on the Court's website

(http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) and entering the Case No. 25STCV00036.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is_____**[sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Kraebel vs. Siemens Industry, Inc.*, Case No. 25STCV00036, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Administrator's contact information is as follows:

Administrator:
Name of Company: Apex Class Action LLC
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at https://www.lacourt.org/lacc/. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Alex Polishuk
Armida Derzakarian
Polsinelli LLP

2049 Century Park East, Suite 2900
Los Angeles, CA 90067

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 17 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Laura A. Seigle. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at https://www.lacourt.org/lacc/. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kraebel vs. Siemens Industry, Inc.*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) and entering the Case No. 25STCV00036.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Kraebel vs. Siemens Industry, Inc.* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Agreement, the Judgment, the motion for attorneys' fees, costs and service award, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Kraebel vs. Siemens Industry, Inc.,* where these documents will be posted as they become available. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil) and entering the Case No. 25STCV00036. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes -** To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- **What if You Fail to Cash a Check -** Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b), proposed to be Community Law Project.

- **What if You Lose Your Check -** If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STACY KRAEBEL, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, vs. SIEMENS INDUSTRY, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: **25STCV00036** **[PROPOSED] PRELIMINARY APPROVAL ORDER** Hearing Date: _____ Hearing Time: Judge: Hon. Laura A. Seigle Dept: SS-17 Date Filed: January 2, 2025 Trial Date: Not set

This matter came before the Honorable Laura A. Seigle of the Superior Court of the State of California, in and for the County of Los Angeles, on _____[DATE], for hearing on the unopposed motion by Plaintiff Stacy Kraebel ("Plaintiff") for preliminary approval of the Class Action and PAGA Settlement with Defendant Siemens Industry, Inc. ("Defendant"). The Court,

having considered the briefs, argument of counsel, and all matters presented to the Court and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit ___ to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, Rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. The Gross Settlement Amount that Defendant shall pay is One Million Six Hundred Twenty-Five Thousand Dollars ($1,625,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. It further appears that the Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations. This determination is based on the Parties' representations and the current record and is subject to further scrutiny at final approval.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court has reviewed the monetary recovery that is being granted as part of the Settlement and

preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation and the significant risks relating to certification, liability, and damages issues.

5. The Agreement provides for an attorneys' fees award not to exceed one-third of the Gross Settlement Amount, an award of litigation expenses incurred not to exceed $35,000.00, and a proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed $25,000.00. The Court will not approve the amount of attorneys' fees and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval and evidence supporting the basis and reasonableness of any requested service award. The Court does not make any finding at this stage as to the reasonableness of the requested percentage.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to representative treatment and certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other, proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period." The "Class Period" is March 25, 2023 through April 15, 2026. For the Class Members who are or previously were employed as Area Sales Professionals, the applicable ASP Class Period is October 28, 2024 through to April 15, 2026.

7. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d) the Plaintiff will fairly and adequately protect the interests of the members of the Class; (e) a class

action is superior to other available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiff is an adequate representative of the Class.

8. The Court provisionally appoints Plaintiff as the representatives of the Class. The Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

9. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $35,000.00, which shall be allocated $22,750.00 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and $12,250.00 to the Aggrieved Employees. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 30, 2023 through April 15, 2026). Pursuant to Labor Code Section 2699, the LWDA was provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable. This finding is based on the risks of continued litigation and the potential challenges in establishing liability and penalties.

10. The Court hereby approves, as to form and content, the Class Notice attached to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately inform the Class of all material elements of the proposed Settlement, of the Class Members' right to be excluded from the Class by submitting a written opt-out request, and of each member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first-class mail pursuant to the terms set forth in the Agreement. If a Class Notice Packet is returned because of an incorrect address, the Administrator will promptly search for a more current address for the Class Member and re-mail the Class Notice Packet to any new

address for the Class Member no later than seven (7) days after the receipt of the undelivered Class Notice.

11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later than fifteen (15) days after this Order, Defendant will provide the Class Data to the Administrator. The Administrator will perform address updates and verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last known address.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Class as provided in the Class Notice by following the instructions for requesting exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or received no later than sixty (60) calendar days after the date of the mailing of the Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing, may object or express the Member's views regarding the Settlement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have until the Response Deadline to submit their written objections to the Administrator. Written objections may

also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice Packet is re-mailed, the Response Deadline for written objections will be extended an additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

14. A final approval hearing shall be held before this Court on _____ _____ at _____ in Department 17 at the Spring Street Courthouse of the Los Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and costs, and to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate, and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate, and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award, and the fees and expenses of the Administrator. All papers in support of the motion for final approval shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing and the motion shall be heard at this final approval hearing.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding, or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,

evidence of a presumption, concession, indication, or admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18. The Action is otherwise stayed and all trial and related pre-trial dates, if any, are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HON. LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STACY KRAEBEL, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, vs. SIEMENS INDUSTRY, INC., a California Corporation; and DOES 1 through 50, inclusive, Defendants.	**CASE NO.: 25STCV00036** **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** Hearing Date: _____ Hearing Time: Judge: Hon. Laura A. Seigle Dept: SS-17 Date Filed: January 2, 2025 Trial Date: Not set

The unopposed motion of Plaintiff Stacy Kraebel ("Plaintiff") for an order approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Siemens Industry, Inc. ("Defendant"), attorneys' fees and costs, service payment, and the expenses of the

Administrator, duly came on for hearing on _____ before the Honorable Laura A. Seigle.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Los Angeles, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of One Million Six Hundred Twenty-Five Thousand Dollars ($1,625,000.00) and the terms set forth in the Agreement are fair, reasonable, and adequate in light of the risks, expense, and delay of continued litigation and the contested nature of the claims and defenses.

4. The Court further finds that the Settlement was the result of arm's-length negotiations conducted after Class Counsel had adequately investigated the claims and become familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first-class mail to members of the Class at their last-known addresses on or

about _____. This mailing of the Class Notice to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was _____, which for re-mailings was extended by fourteen (14) days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and after independent review of the record.

a. The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Stee Serratore, an experienced mediator of wage-and-hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiff and Class Counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action and PAGA litigation. Class Counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. ____ objections were received. _____ requests for exclusion were received.

e. The participation rate was high. _____ Class Members will be mailed a settlement payment, representing _____% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable, and adequate compensation for the release of Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate, reasonable, and in the best interests of the Class Members.

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

11. An award of $541,666 for attorneys' fees, representing one-third of the Gross Settlement Amount, and $_____ for litigation costs and expenses, is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards represent a reasonable percentage of the recovery when cross-checked against Class Counsel's lodestar and billing statements.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $25,000.00 to the Plaintiff, subject to the Court's approval. The Court finds that the Class Representative Service Payment in the amount of $_____ to the Plaintiff is reasonable in light of the risks and burdens undertaken by the Plaintiff in this litigation and for his time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the

Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate withholdings, and perform the other remaining duties set forth in the Agreement. The Administrator has documented $_____ in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount of $35,000.00, which shall be allocated $22,750.00 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and $12,250.00 to the Aggrieved Employees. The Aggrieved Employees' 35% share of PAGA Penalties will be distributed to each Aggrieved Employee by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($12,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period (December 30, 2023 through April 15, 2026). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable in light of the risks of continued litigation, the manageability issues associated with PAGA claims, and the allocation achieved through arms-length negotiations.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

> All individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

The Class Period is March 25, 2023 through April 15, 2026, but for Class Members who are or previously were employed as Area Sales Professionals, the applicable ASP Class Period is October 28, 2024 through to April 15, 2026.

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than sixty-five (65) days after the Effective Date.

18. Class Counsel are awarded attorneys' fees in the amount of $541,666 and costs in the amount of $_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

19. The payment of the Class Representative Service Payment in the amount of $_____ to the Plaintiff is approved.

20. The payment of $_____ to the Administrator for its fees and expenses is approved.

21. The PAGA Penalties amount of $35,000.00 is approved and is to be distributed in accordance with the Agreement.

22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action, of any wrongdoing by Defendant, or that this Action is appropriate for class or representative treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault,

wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

27. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

28. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class

Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

(a) All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, during employment in a non-exempt position in California. The Released Class Claims include the following: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu of; (iii) failure to provide rest periods or compensation in lieu of; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at termination or resignation; (vi) failure to reimburse all business expenses; (vii) failure to keep accurate payroll records: (viii) failure to provide suitable seating; (ix) failure to pay sick wages; and (x) unfair business practices. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits (other than PTO), wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

(b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits (other than PTO), claims for wrongful termination,

discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

(c) Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

29. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384(b) and the Court-approved Community Law Project to be this Cy Pres Recipient.

30. The Court hereby enters judgment in the Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: _____

_____
HON. LAURA A. SEIGLE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

~~[MODEL]~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ~~AND CLASS NOTICE~~

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiff ~~_____~~ Stacy Kraebel ("Plaintiff") and defendant ~~XYZ~~ ~~_____ ("XYZ").~~ Siemens Industry, Inc., ("Defendant"). The Agreement refers to Plaintiff and ~~XYZ~~Defendant collectively as the "Parties," or individually as "Party."

1. DEFINITIONS~~.~~

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" collectively means the Plaintiff's ~~lawsuit~~lawsuits alleging wage and hour violations against ~~XYZ~~Defendant captioned ~~_____~~ : (1) *Stacy Kraebel vs. Siemens Industry, Inc.,* Case No. 25STCV00036, initiated on ~~and pending~~ January 2, 2025 in Superior Court of the State of California, County of Los Angeles, and subsequently removed to the United States District Court for the Central District of California, Case No. 25-885-GWMARx; and (2) *Stacy Kraebel vs. Siemens Industry, Inc.,* Case No. 25CHCV00863, PAGA Notice sent on December 30, 2024, filed on March 11, 2025, 20m 2 on January 2, 2025 in Superior Court of the State of California, County of Los Angeles, and subsequently removed to the United States District Court for the Central District of California, Case No. 3194-GW-MARx. On April 24, 2025, both matters were consolidated into the first filed matter, Case No. 25-885-GWMARx, which was remanded to the Superior Court of the State of California, County of Los Angeles as discussed herein.

1.2. "Administrator" means ~~_____~~ Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval ~~of the Settlement~~.

1.4. "Aggrieved ~~Employee~~Employees" means ~~[e.g., a person~~all individuals who are or previously were employed by ~~XYZ~~Defendant in California and classified as a ~~who worked for XYZ~~ non-exempt employee at any time during the PAGA Period~~].~~.

1.5. ~~"~~"Area Sales Professional Class" means ~~[define class e.g., all persons~~all Class Members who are or previously were employed by ~~XYZ~~Defendant in California and classified as ~~who worked for XYZ~~ an Area Sales Professionals ("ASP") at any time during the ASP Class Period~~].~~.

~~1.1. "Class Counsel" means _____.~~

1.6. "ASP Class Period" means the period of time from October 28, 2024 through to April 15, 2026.

1.7. "Class" means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the Class Period.

1.8. "Class Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP.

~~1.6.~~1.9. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts ~~allocated~~to be paid to Class Counsel for ~~reimbursement of reasonable attorneys'~~ fees and expenses, respectively, ~~incurred to prosecute~~as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action~~.~~, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

~~1.7.~~1.10. "Class Data" means Class Member identifying information in ~~XYZ's~~Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, ~~,~~email address (if known and available to Defendant), and number of ~~Class Period~~ Workweeks and PAGA Pay Periods.

~~1.8.~~1.11. ~~"Class Member" or "Settlement~~ "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

~~1.2.~~ "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available

~~1.9.~~1.12. sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.

~~1.10.~~1.13. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.14. "Class Notice Packet" means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).

~~1.11.~~1.15. "Class Period" means the period of time from ~~____ to ____.~~[ii] March 25, 2023 through April 15, 2026.

~~1.12.~~1.16. "Class Representative" means the named Plaintiff in the ~~operative complaint~~Operative Complaint in the Action seeking Court approval to serve as a Class Representative.

~~1.13.~~1.17. "Class Representative Service Payment" means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action ~~and providing services~~, performing work in support of the Action~~.~~, undertaking the risk of liability for Defendant's expenses, and for the general release of all claims by the Plaintiff.

~~1.14.~~1.18. "Court" means the Superior Court of California, County of Los Angeles.

~~1.15.~~1.19. ~~"XYZ" means named~~ "Defendant~~_____~~" means Siemens Industry, Inc.

~~1.16.~~1.20. "Defense Counsel" means ~~_____~~Alex Polishuk and Armida Derzakarian of Polsinelli LLP.

~~1.3. ____~~"Effective Date" means the date by when both of the following have occurred:

~~1.17.~~1.21. (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no ~~Participating~~ Class Member timely objects to the Settlement, ~~the day~~or all objections are withdrawn, five (5) court days after the Court enters Judgment; (b) if one or more ~~Participating~~ Class Members objects to the Settlement, ~~the day~~five (5) court days after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, ~~the day~~five (5) court days after the appellate court affirms the Judgment and issues a remittitur.

~~1.18.~~1.22. "Final Approval" means the Court's order granting final approval of the

Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

~~1.19.~~1.23. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement~~.~~ to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment

~~1.4. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.~~

~~1.20.~~1.24. "Gross Settlement Amount" means ~~$~~ One Million Six Hundred Twenty Five Thousand Dollars ($1,625,000) which is the total amount ~~XYZ agrees~~ to ~~pay under the Settlement~~ be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the ~~Administrator's~~Administration Expenses~~.~~ Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount also excludes Plaintiff's individual settlement which is subject to a separate confidential individual release and will be separately funded by Defendant outside from the Gross Settlement Amount.

~~1.21.~~1.25. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

~~1.22.~~1.26. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of ~~25~~35% of the PAGA Penalties calculated according to the number of ~~Workweeks~~PAGA Pay Periods worked during the PAGA Period.

~~1.23.~~1.27. "Judgment" means the judgment entered by the Court based upon ~~the~~ Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

~~1.24.~~1.28. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.25.~~1.29. "LWDA PAGA Payment" means the ~~75~~65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.26.~~1.30. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses

Payment. ~~The~~ ~~remainder~~Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

~~1.27.~~1.31. "Non-Participating Class Member" means ~~any~~a Class Member who opts out of the Class Settlement by ~~sending the Administrator~~submitting a valid and timely Request for Exclusion~~.~~ to the Administrator.

~~1.28.~~1.32. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~Defendant for at least one day during the PAGA Period.

~~1.29.~~1.33. "PAGA Period" means the period of time from ~~____ to ____.~~[iii] December 30, 2023 through April 15, 2026.

~~1.30.~~1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.31.~~1.35. "PAGA Notice" means the Plaintiff's ~~_____~~ December 30, 2024 letter to ~~XYZ and the LWDA [and Plaintiff's _ ____ letter to XYZ~~Defendant and the LWDA~~]~~ providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.32.~~1.36. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated ~~25~~35% to the Aggrieved Employees ($12,250) and the 65% to LWDA ($22,750) in settlement of PAGA claims.
~~(_____) and the 75% to LWDA (_____) in settlement of PAGA claims.~~

~~1.33.~~1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion ~~from the Settlement~~.

~~1.34.~~1.38. "Plaintiff" means ~~_____~~Stacy Kraebel, the named plaintiff in the Action.

~~1.35.~~1.39. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement~~.~~, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

~~1.5. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.~~

~~1.6. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.~~

~~1.7. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.~~

1.40. "Released Class Claims" means all claims that were alleged, or reasonably could have been alleged, based facts stated in the Operative Complaint which occurred during the Class Period, during employment in a non-exempt position in California. The Released Class Claims include the following: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu of; (iii) failure to provide rest periods or compensation in lieu of; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at termination or resignation; (vi) failure to reimburse all business expenses; (vii) failure to keep accurate payroll records: (viii) failure to provide suitable seating; (ix) failure to pay sick wages; and (x) unfair business practices. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including Plaintiff's individual claims against Defendant that are being separately settled with a separate confidential settlement agreement, claims for vested benefits (other than PTO), wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

1.41. "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt position in California. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits (other than PTO), claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

~~1.36.~~1.42. "Released Parties" means~~: XYZ~~ Defendant and Defendant's parent companies, subsidiaries, affiliates, division, predecessors, assigns and joint venturers, past, present

and/or future, and each of ~~its former~~their direct and ~~present~~/or indirect officers, directors, ~~officers, shareholders, owners, [~~members~~],~~ managers, employees, agents, representatives, attorneys, insurers, ~~predecessors, successors, assigns [subsidiaries] [affiliates].~~partners, investors, shareholders, and administrators.

~~1.37.~~1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

~~1.38.~~1.44. ~~"~~"Response Deadline~~"~~" means ~~[e.g., sixty (60])~~ calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees~~,~~ and shall be the last date on which Class Members may: (a) ~~fax, email, or mail~~submit Requests for Exclusion from the Settlement, or (b) ~~fax, email, or mail~~submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are ~~resent~~re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

~~1.39.~~1.45. "Settlement" means the disposition of the Action ~~effected~~and all related claims effectuated by this Agreement and the Judgment.

~~1.40.~~1.46. "Workweek" means any week during the Class Period in which a Class Member worked for ~~XYZ~~Defendant as a Class Member for at least one day~~, during the Class Period.~~[iv].

2. RECITALS~~.~~

The Class Action

2.1. On ~~————~~January 2, 2025, Plaintiff commenced this Action by filing a Class Action Complaint ~~alleging causes~~against Defendant in the Superior Court of the State of California, County of Los Angeles (the "Class Action"). Plaintiff's Class Action Complaint asserted claims that Defendant:

(a) Violated California Business and Professions Code § 17200 et seq.;
(b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
(c) Failed to pay overtime wages in violation of California Labor Code § 510;
(d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
(f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
(g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
(h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and

(i) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

2.2. On January 31, 2025, Defendant removed the Class Action to the United States District Court, Central District Of California.

The PAGA Action

2.3. On March 11, 2025, Plaintiff filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles (the "PAGA Action"). Plaintiff's Representative Action Complaint asserted one cause of action against ~~XYZ for _____. [The Complaint is~~Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq*. for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s). The PAGA Action also alleged individual claims by Plaintiff against Defendant for Discrimination and Retaliation in Violation of FEHA; and, Constructive Discharge and Other Adverse Employment Actions in Violation of Public Policy.

2.4. On April 11, 2025, Defendant removed the Class Action to the United States District Court, Central District Of California.

Consolidation, Remand, and Pleading Amendment

2.5. On April 24, 2025, United States District Court, Central District Of California ordered the Class Action and the PAGA Action consolidated, with the Class Action as the lead case.

2.6. As part of this Agreement, the Parties stipulated to the remand this Action to the Superior Court of the State of California, County of Los Angeles, which the United States District Court, Central District Of California ordered on March 11, 2026.

~~2.1.~~2.7. As part of this Agreement, the Parties also stipulated to the filing of a First Amended Class and Representative Action Complaint in the Class Action that adds the claims and parties from Plaintiff's PAGA Action. The First Amended Class and Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint~~.")] [On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the "Operative~~"), which was filed on June 1, 2026.

~~Complaint.")] XYZ~~

~~1.1.~~2.8. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all liability for the causes of action alleged.

~~1.8. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~

Mediation and Settlement

~~2.2.~~2.9. On ~~(type in additional dates)~~ , [December 18, 2025 the Parties participated in an all-day mediation presided over by ~~which led to this Agreement~~ Steve Serratore, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action ~~(describe alternative means of negotiation).~~based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

~~(describe alternative means of negotiation)~~

~~1.9.~~ Prior to ~~☐~~ mediation ~~☐ negotiating the Settlement~~, Plaintiff obtained~~, through~~

~~2.3.~~2.10. ~~☐ formal ☐ informal discovery, (documents, testimony and information obtained)~~ . sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

~~1.10. The Court ☐ has ☐ has not granted class certification.~~

~~(insert details as needed)~~

2.11. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

~~2.4.~~2.12. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZDefendant promises to pay $ 1,625,000 and no more as the Gross Settlement Amount [and to separately pay. This amount is all-inclusive of all payments contemplated in this resolution, excluding any and all employer-side payroll taxes owed on the Wage Portionsportion of the Individual Class Payments.] XYZ allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.14.3 of this Agreement.*. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZDefendant. The Gross Settlement Amount also excludes Plaintiff's individual settlement which is subject to a separate confidential individual release and will be separately funded by Defendant outside from the Gross Settlement Amount.

3.2. Payments from the Gross Settlement Amount. The Subject to the terms and conditions of this Agreement, the Administrator will make and deduct the following payments fromout of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $ 25,000 (in addition to any individual settlement subject to a separate individual settlement agreement, Individual Class Payment [and any Individual PAGA Payment] the Class Representative is entitled to receive as a Participating Class Member). XYZDefendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than [sixteen (16) court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

(a) To Class Counsel: A Class Counsel Fees Payment of not more than %,one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be $ 541,666, and a Class Counsel Litigation Expenses Payment of not more than $. XYZ35,000. Defendant will not oppose requests for these payments provided that the fees and expenses do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [sixteen (16) court] days prior to the Final Approval Hearing. If the Court

approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZDefendant harmless, and indemnifies XYZDefendant, from any dispute or controversy regarding any division or sharing of any of these Paymentspayments.

3.2.2. To the Administrator: An AdministratorAdministration Expenses Payment not to exceed

(b) $ $15,389 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses arePayment is less, or the Court approves payment less than $15,389, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

(c) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $35,000 to be paid from the Gross Settlement Amount, with 65% ($22,750) allocated to the LWDA PAGA Payment and 35% ($12,250) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($12,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

(c)(d) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period andor for Area Sales Professional Class Members during the ASP Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.

(b) multiplying the result by each Participating Class Member's Workweeks.

3.2.2.1. Tax Allocation of Individual Class Payments. % 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The

~~%~~ 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~[~~e.g.,non-wages, expense reimbursement, interest and penalties~~]~~ (the

i. "Non-Wage Portion~~").~~"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

~~3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $ to be paid from the Gross Settlement Amount, with 75% ($) allocated to the LWDA PAGA Payment and 25% ($) allocated to the Individual PAGA Payments.~~

~~iii.~~i. ~~The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties $ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.~~

~~iv.~~i. ~~If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.~~

4. SETTLEMENT FUNDING ~~AND PAYMENTS.~~

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on ~~a review of~~ its records ~~to date, XYZ estimates there are~~ , Defendant has represented that the Class consists of 1123 Class Members who collectively worked a total of ~~-~~ 100,000 Workweeks, and ~~of~~ 1007 Aggrieved Employees who worked a total of 94,000 PAGA Pay Periods.

~~1.11.~~1.1. Class Data. Not later than ~~[~~e.g., fifteen (15~~]~~) days after the Court grants Preliminary Approval of the Settlement, ~~XYZ~~Defendant will ~~simultaneously~~ deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect

Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ~~XYZ~~Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted ~~class member~~Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. ~~-~~Without any extension of the deadline by which ~~XYZ~~Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2. Funding of the Gross Settlement Amount. ~~XYZ~~Defendant shall fully fund the Gross Settlement Amount~~,~~ and also fund the amounts necessary to fully pay ~~XYZ's~~Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]~~sixty-five (65) days after the Effective Date.

5. ~~Payments from the Gross Settlement Amount.~~ PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

~~4.3.~~5.1. Within ~~[~~fourteen (14~~]~~) days after ~~XYZ~~Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. ~~Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.~~

~~4.4.~~5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. ~~-~~The face of each check shall prominently state the ~~date (not less than~~ "void date", which is one hundred eighty (180) days after the date of mailing~~),~~, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual ~~Settlement~~Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). ~~-~~The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the~~ Settlement~~ Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

4.5.5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retunedreturned undelivered without USPS forwarding address. Within [seven (7)] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.1. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] [orto a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient")]. The Parties proposed Community Law Project as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.6.5.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZDefendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5.6.**RELEASESRELEASE OF CLAIMS.** Effective on the date when XYZDefendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and Class Counselthe LWDA will release claims against all Released Parties as follows:

5.1.6.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences [that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 6.2, below]. ("Plaintiff's Release.")"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to Plaintiff's individual claims against Defendant that are being separately settled with a separate confidential settlement agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that

arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

~~6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.~~ ~~For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:~~

~~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.~~

(a) Plaintiff's Other Claims. Plaintiff represents that she has additional individual claims against Defendant that Plaintiff is separately settling. In addition to the Gross Settlement Amount, Plaintiff will also separately be paid for resolution of her individual claims as set forth in a separate confidential individual settlement agreement with an informed waiver or right California Civil Code § 1542. This individual settlement to be paid to Plaintiff is in addition to the Gross Settlement Amount and will be memorialized in confidential individual settlement agreement that will be separate from this Agreement. If the Court requires the Parties to submit the terms of the individual settlement agreement to obtain approval of this Settlement, the Parties agree that the individual settlement agreement will be submitted in camera under seal to the Court.

~~5.2.~~6.2. Release by Participating Class Members ~~Who Are Not Aggrieved Employees:~~. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period~~the Released Class Claims.

~~5.3.~~6.3. Release ~~by Non-Participating Class Members Who Are~~ of PAGA Claims. All Aggrieved Employees~~: All Non-Participating Class Members who are Aggrieved Employees~~ and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from ~~all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~the Released PAGA Claims.

~~6.~~7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's ~~current checklist for Preliminary Approvals~~procedures and instructions.

~~6.1.~~7.1. ~~XYZ's Declaration in Support of Preliminary Approval.~~Defendant's Responsibilities. Within~~——~~ fourteen (14) days of the full execution of this Agreement, ~~XYZ~~Defendant will prepare and deliver to Class Counsel a signed Declaration ~~from XYZ and Defense Counsel~~ disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In ~~their Declarations, Defense Counsel and XYZ~~the Declaration, Defendant shall aver that they are not aware

of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~[~~and/or the proposed Cy Pres~~]~~; Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[~~and/or~~]~~ the Administrator ~~[~~and/or the proposed Cy Pres~~]~~; Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. ~~(l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court;~~(l)(2)); and (~~vii~~vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement~~.~~

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~[~~thirty (30~~]~~) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise

satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

~~6.4~~ Selection of Administrator. ~~The~~ The Parties have jointly selected

7.1. ~~——~~ Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, ~~————~~ Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members.

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

(b) Using best efforts to perform as soon as possible, and in no event later than ~~[~~fourteen (14~~]~~) days after receiving the Class Data, the Administrator will send to all Class

Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~____~~A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

(c) Not later than ~~[3] business~~seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. ~~-~~If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

(d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional ~~[~~fourteen (14~~]~~) days beyond the ~~[60] days otherwise~~Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(e) If the Administrator, ~~XYZ~~the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14] days after~~fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

7.5. Requests for Exclusion (Opt-Outs).

(a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~[60] days after~~ the ~~Administrator mails the Class Notice~~Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

(b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

~~6.4.1~~ Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under ~~Paragraphs~~Paragraph 6.2 ~~and~~

(c) ~~6.3~~ of ~~this~~the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

(d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

~~6.4 of this Agreement and are eligible for an Individual PAGA Payment.~~

~~6.5~~6.4 Challenges to Calculation of Workweeks. Each Class Member shall have ~~[60] days after~~until the ~~Administrator mails the Class Notice~~Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct ~~so~~as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges.

7.6. Objections to Settlement.

(a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

(b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~[60] days after~~ the ~~Administrator's mailing of the Class Notice~~Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).

(c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

(a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

~~6.5.1~~6.4.1 ~~Requests~~Request for Exclusion (Opt-~~outs~~Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ~~[5]~~seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

(b) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

~~(b)~~(c) Weekly Reports~~.~~ The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include ~~provide~~ the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

~~(c)(a) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.~~

(d) Administrator's Declaration. Not later than ~~[14]~~seven (7) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement,

the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

(e) Final Report by ~~Settlement~~ Administrator. Within ~~[~~ten (10~~]~~) days after the Administrator disburses all funds ~~in~~of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~[15]~~seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. **CLASS SIZE ~~ESTIMATES [and~~MODIFICATION AND ESCALATOR CLAUSE~~]~~.** Based on its records, ~~XYZ estimates that,~~Defendant provided figures as ~~of~~to the ~~date of this Settlement Agreement, (1) there are~~ Class ~~Members and Total~~ size as set forth in paragraph 4.1 above. If at the time of Preliminary Approval, the actual number of Workweeks ~~during~~in the Class ~~period and (2) there were Aggrieved Employees who worked Pay Periods during the PAGA~~ Period.~~[vii]~~ has increased by more than 12.5% over the 100,000 Workweek estimate (i.e., over 112,500 Workweeks), then the Gross Settlement Amount will be increased proportionately.

9. ~~XYZ'S~~**DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~%~~ 5% of the total of all Class Members, ~~XYZ~~Defendant may, but is not obligated, elect to withdraw from the Settlement. At the conclusion of the Response Deadline, the Administrator shall supply Class Counsel and Defense Counsel with a draft declaration regarding administration of the notice, the number and identity of individuals who requested to be excluded from the Settlement, if any, and the number of objections to the Settlement, if any. Class Counsel shall be responsible for reviewing and approving the draft declaration. The Parties agree that, if ~~XYZ~~Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~Defendant will remain responsible for paying all ~~Settlement~~ Administration Expenses incurred ~~to that point. XYZ~~as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ~~[~~seven~~]~~ (7) days after the Administrator sends the final Exclusion List to Defense Counsel~~; late elections~~. Invalid Requests for Exclusion will have no effect on this threshold for an election.

10. **MOTION FOR FINAL APPROVAL**. ~~Not~~Unless otherwise ordered by the Court, not later than ~~[~~sixteen (16~~]~~) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699~~, subd.~~ (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than ~~[~~seven~~]~~ (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer ~~in person or by telephone,~~ and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work

together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for ~~the~~a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or ~~Administrator~~Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

~~6.6~~6.5 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.3. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment ~~reflected~~ set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS~~.~~

~~6.7~~6.6 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by ~~XYZ~~Defendant that any of the allegations in the Operative Complaint have merit or that ~~XYZ~~Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's~~Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or ~~enter~~ Judgment~~, XYZ~~ pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and ~~XYZ~~Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

~~6.8~~ Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

12.1. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ~~XYZ~~Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

12.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ~~XYZ~~Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

~~6.9~~6.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will first seek the assistance of a mediator and~~/or~~ then the Court for resolution.

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

12.6. ~~No~~ Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

12.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

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

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

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

12.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

12.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232

E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To ~~XYZ~~Defendant:

Alex Polishuk
Armida Derzakarian
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Tel.: (310) 556-1801
Fax: (310) 556-1802
E-Mail: apolishuk@polsinelli.com
aderzakarian@polsinelli.com

12.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

~~For Plaintiff~~ ~~For XYZ~~

12.18. ~~Counsel For Plaintiff~~ ~~Counsel For XYZ~~Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

13. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ _____
Plaintiff Stacy Kraebel

Dated: _____ _____
[name]

_____
[name]
For Defendant Siemens Industry, Inc.

Dated: _____ _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____ _____
Alex Polishuk
Armida Derzakarian
Polsinelli LLP
Attorney for Defendant

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

December 30, 2024
CA3407

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Siemens Industry, Inc.
Certified Mail #9589071052702306889454
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by Siemens Industry, Inc. in California, including any employees staffed with Siemens Industry, Inc. by a third party, and classified as non-exempt employees during the time period of December 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stacy Kraebel ("Plaintiff") and other Aggrieved Employees in a lawsuit against Siemens Industry, Inc. ("Defendant"). Plaintiff was employed by Defendant in California from April of 2023 to November of 2024. Plaintiff was all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq*. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ *Nicholas J. De Blouw*
Nicholas J. De Blouw, Esq.

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara, La Jolla, California 92037
Tel: (858) 551-1223
Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law
Admitted: 1973, Illinois; 1976, California
Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.
Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.
Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973); Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation
Admitted: 1999, California
Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals
Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)
Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2006, California
Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)
Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Awards: Rising Star 2015

Nicholas J. De Blouw
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2010, California
Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio
Associate Attorney
Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions
Admitted: 2011, California
Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2018, California; 2004, Nevada
Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2011, California; 2016 Arizona
Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2016, California
Educated: San Diego State University; California Western School of Law

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REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd. Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., *LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc.,San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA,U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P. , U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior

Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Diary, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v.Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC,

Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC , U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No.05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

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Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

DECLARATION OF THOMAS ALTAVILLA

I, Thomas Altavilla, declare as follows:

1. I am over the age of 18 and make this declaration on behalf of Defendant Siemens Industry, Inc. ("Defendant" or "Siemens") in connection with the Class and PAGA Settlement Agreement reached between Plaintiff Stacy Kraebel ("Plaintiff") and Defendant in the action, stylized *Stacy Kraebel v. Siemens Industry, Inc.*, in the Los Angeles Superior Court, Case No. 25STCV00036 (the "Action"). If called and sworn as a witness, I could and would competently testify as set forth herein.

2. I am not aware of any actual or potential conflicts of interest with the Administrator, Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement, or the Cyp Pres Recipient, Community Law Project.

3. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

4. Based on Siemens' records, Siemens represents that there are 1123 Class Members, as that term is defined in the Settlement Agreement, and a total of approximately 100,000 workweeks for the Class Members, during the Class Period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 18, 2026.

Altavilla Thomas

Digitally signed by Altavilla Thomas
Date: 2026.09.18 17:37:21 +02'00'

THOMAS ALTAVILLA

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NOTICE TO SUPERIOR COURT AND ADVERSE PARTIES OF REMOVAL TO FEDERAL COURT

NOTICE TO SUPERIOR COURT AND ADVERSE PARTIES OF REMOVAL TO FEDERAL COURT