

JOINT STIPULATION AND SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Robert Silva, Juan Martinez, Octavia Scott, and Erica Price (collectively, “Plaintiffs”), individually and on behalf of the putative class, the State of California, and the allegedly aggrieved employees, and defendant EDS Service Solutions, LLC (“EDS”). The Agreement refers to Plaintiffs and EDS collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. **“Action”** means Plaintiffs’ lawsuits alleging wage and hour violations against EDS, consolidated in the lead case captioned *Silva, et al. v. EDS Service Solutions, LLC, et al.*, initiated on March 12, 2018, and pending in the Superior Court of California, County of Los Angeles, Case No. BC697656. The Action expressly includes the following actions consolidated therein:
 - 1.1.1. *Robert Silva v. EDS Service Solutions, LLC, et al.*, initiated on March 12, 2018, and pending in the Superior Court of California, County of Los Angeles, Case No. BC697656 (“*Silva*”).
 - 1.1.2. *Juan Martinez v. EDS Service Solutions, LLC, et al.*, initiated on April 15, 2019, and pending in the Superior Court of California, County of Los Angeles, Case No. 19STCV12958 (“*Martinez I*”).
 - 1.1.3. *Juan Martinez v. EDS Service Solutions, LLC, et al.*, initiated on June 17, 2019, and pending in the Superior Court of California, County of Los Angeles, Case No. 20STCV01703 (“*Martinez II*”).
 - 1.1.4. *Octavia Scott v. EDS Service Solutions, LLC, et al.*, initiated on November 27, 2019, and pending in the Superior Court of California, County of Los Angeles, Case No. 19STCV43044 (“*Scott*”).
 - 1.1.5. *Erica Price v. EDS Service Solutions, LLC, et al.*, initiated on January 17, 2020, and pending in the Superior Court of California, County of Los Angeles, Case No. 20STCV02111 (“*Price*”).
- 1.2. **“Administrator”** means Settlement Services, Inc. (“SSI”), the neutral third-party administrator which the Parties have agreed to appoint to administer the Settlement, pursuant to Court approval.
- 1.3. **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount (subject to Court approval) 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 Employees”** means all current and former hourly, non-exempt employees of EDS in California at any time between March 12, 2017 up to and including the earlier

of (a) the date of Preliminary Approval, (b) October 28, 2022 or any earlier date determined by Defendant. Defendant represents that as of August 17, 2022, there were approximately 1,738 Aggrieved Employees.

- 1.5. **“Class”** means all current and former hourly, non-exempt employees of EDS in California at any time during the Class Period.
- 1.6. **“Class Counsel”** means Otkupman Law Firm, ALC; Schneider Wallace Cottrell Konecky, LLP; Mooradian Law, APC; Matern Law Group, PC; and The Nourmand Law Firm, APC.
- 1.7. **“Class Counsel Fees Payments”** and **“Class Counsel Litigation Expenses Payments”** mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and reasonable and actual litigation costs, respectively, incurred to prosecute the Action.
- 1.8. **“Class Data”** means Class Member identifying information in EDS’s possession, including each Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. **“Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. **“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 the form, without material variation, attached as **Exhibit A** to this Agreement, and incorporated by reference into this Agreement.
- 1.12. **“Class Period”** means the period from March 12, 2014, to and including the earlier of (a) the date of Preliminary Approval, (b) October 28, 2022, or any earlier date determined by Defendant.
- 1.13. **“Class Representatives”** means all Plaintiffs named in any Complaint filed in the Action seeking Court approval to serve as class representatives.
- 1.14. **“Class Representative Service Payments”** means the payments to Class Representatives for their services in support of the Class and the PAGA representative claims, which will not exceed Ten Thousand Dollars (\$10,000.00).
- 1.15. **“Court”** means the Superior Court of California, County of Los Angeles.

- 1.16. **“EDS”** means defendant EDS Service Solutions, LLC.
- 1.17. **“Defense Counsel”** means Margaret Rosenthal, Shareef S. Farag, Vartan S. Madoyan, and Vivian Y. Shen of Baker & Hostetler LLP, and Joan C. Woodard of Gordon Rees Scully Mansukhani, LLP.
- 1.18. **“Effective Date”** means the earliest date by which both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval of the Settlement; and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members object to the Settlement, the first day when the Judgment can no longer be appealed, which is either (i) the day after the deadline for filing a notice of appeal from the Judgment, if no timely appeal from the Judgment is filed, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur, if an appeal from the Judgment is timely filed.
- 1.19. **“Fee Award”** means the award of attorneys’ fees to be paid to Class Counsel for the services they rendered on behalf of Plaintiffs, the Class, and the Aggrieved Employees. Class Counsel will not seek more than thirty-five percent (35%) of the Gross Settlement Amount, or \$700,000.00, as their Fee Award.
- 1.20. **“Final Approval”** means the Court’s order granting final approval of the Settlement and entering judgment.
- 1.21. **“Final Approval Hearing”** means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. **“Gross Settlement Amount”** means the non-reversionary total amount that EDS shall pay in connection with this Settlement, in exchange of the release of claims described in Paragraph 5 of this Agreement. The Gross Settlement Amount is the gross sum of Two Million Dollars and Zero Cents (\$2,000,000.00), plus EDS’s share of payroll taxes on the wage portions of the Individual Class Payments, which comprise the total amount EDS agrees to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement. The Gross Settlement Amount will be used to fund the following payments: (a) the Individual Class Payments, (b) the Individual PAGA Payments, (c) the LWDA PAGA Payment, (d) the Fee Award, (e) the Class Counsel Litigation Expenses Payments, (f) the Class Representative Service Payments, and (g) the Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to EDS for any reason. Under no circumstances will EDS be required to pay or cause to be paid greater than the Gross Settlement Amount under this Settlement.
- 1.23. **“Gross PAGA Amount”** means the amount apportioned from the gross Settlement Amount designated as payment of civil penalties pursuant to PAGA, which is Sixty Thousand Dollars and Zero Cents (\$60,000).

- 1.24. **“Individual Class Payment”** means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by each Participating Class Member during the Class Period. For purposes of calculating Individual Class Payments, any Participating Class Member who did not work at least one Workweek (i.e., eight hours during any week) during the Class Period shall be deemed to have worked one Workweek during the Class Period. Any Individual Class Payment shall be no less than \$25.00.
- 1.25. **“Individual PAGA Payment”** means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by each Aggrieved Employee.
- 1.26. **“Judgment”** means the judgment entered by the Court upon granting Final Approval.
- 1.27. **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.28. **“LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the LWDA pursuant to California Labor Code § 2699(i).
- 1.29. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the Individual PAGA Payments, (b) the LWDA PAGA Payment, (c) the Class Representative Service Payments, (d) the Fee Award, (e) the Class Counsel Litigation Expenses Payment, and (f) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. **“Non-Participating Class Member”** means any Class Member who opts out of the Settlement’s release of class action claims by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. **“PAGA Pay Period”** means any pay period during which an Aggrieved Employee worked for EDS for at least one day during the PAGA Period.
- 1.32. **“PAGA Period”** means the period from March 12, 2017 up to and including the earlier of (a) the date of Preliminary Approval, or (b) October 28, 2022, or any earlier date determined by Defendant.
- 1.33. **“PAGA”** means the Private Attorneys General Act of 2004, at California Labor Code § 2698 *et seq.*
- 1.34. **“PAGA Notices”** means all of the following: (a) Plaintiff Robert Silva’s November 22, 2017, letter to EDS and the LWDA, (b) Plaintiff Juan Martinez’s April 11, 2019, letter to EDS and the LWDA, (c) Plaintiff Octavia Scott’s September 19, 2019, letter to EDS and the LWDA, and (d) Plaintiff Erica Price’s January 16, 2020, letter to EDS and the LWDA, each providing notice pursuant to California Labor Code § 2699.3(a).

- 1.35. **“PAGA Penalties”** means the total amount of \$60,000 in PAGA penalties to be paid from the Gross Settlement Amount, 25% of which (\$15,000) shall be paid to the Aggrieved Employees, and 75% of which (\$45,000) shall be paid to the LWDA in settlement of the Released PAGA Claims.
- 1.36. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. **“Plaintiffs”** means Robert Silva, Juan Martinez, Octavia Scott, and Erica Price, the named Plaintiffs in the Action.
- 1.38. **“Preliminary Approval”** means the Court’s Order Granting Preliminary Approval of the terms and conditions of this Settlement.
- 1.39. **“Released Class Claims”** means the claims being released as described in Paragraphs 5.2 and 5.4 below.
- 1.40. **“Released PAGA Claims”** means the claims being released as described in Paragraph 5.3 and 5.4 below.
- 1.41. **“Released Parties”** means EDS and any of its past, present, and future parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their past, present, and future owners, officers, directors, members, managers, employees, consultants, partners, subsidiaries, shareholders, attorneys, insurers, joint venturers, agents, successors, assigns, legal representatives, and/or any other persons acting on its/their behalf.
- 1.42. **“Request for Exclusion”** means a Class Member’s submission of a written request to be excluded from the Settlement’s release of class action claims signed by the Class Member.
- 1.43. **“Response Deadline”** means 60 days after the Administrator mails Class Notices to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Released Class Claims of the Settlement, or (b) fax, email, or mail written objections to class components of the Settlement. For Class Members to whom Class Notices are re-mailed after having been returned undeliverable to the Administrator, the Response Deadline shall be extended by an additional 14 days.
- 1.44. **“Settlement”** means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. **“Workweek”** means any week during which a Class Member worked for EDS for at least eight hours during the Class Period. If a Class Member worked less than eight hours during the entire Class Period, he or she shall be deemed to have worked one Workweek during the Class Period.

2. RECITALS.

- 2.1. On March 12, 2018, Plaintiff Robert Silva filed a putative class and PAGA representative action against EDS in this Court, in the matter captioned *Silva v. EDS Service Solutions, LLC*, Case No. 20STCV02111 (“*Silva*”). The original complaint in *Silva* alleges the following putative class action claims and representative claim against EDS: (1) Failure to Pay All Wages under Labor Code §§ 510 and 1194; (2) Failure to Provide Rest Periods under Labor Code §§ 226.7 and 512; (3) Failure to Provide Accurate, Timely, and Itemized Wage Statements under Labor Code § 226; (4) Failure to Timely Pay Wages under Labor Code § 204(a)-(b); (5) Waiting Time Penalties under Labor Code §§ 201-203; (6) Unfair Business Practices under Business & Professions Code § 17200 *et seq.*; and (7) PAGA Penalties under Labor Code § 2699(f).
- 2.2. On April 15, 2019, Plaintiff Martinez filed a putative class action against EDS in this Court, in the matter captioned *Juan Martinez v. EDS Service Solutions, LLC*, Case No. 19STCV12958 (“*Martinez I*”). The original complaint in *Martinez I* alleges the following putative class action claims against EDS: (1) Failure to Compensate for All Hours Worked under Labor Code §§ 200, 204, 1194, and 1198; (2) Failure to Pay Minimum Wage under Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197; (3) Failure to Pay Overtime Wages under Labor Code §§ 200, 510, 1194; (4) Failure to Provide Meal and Rest Periods under Labor Code §§ 203, 223, 226.7, 512, and 1198; (5) Failure to Timely Reimburse for Necessary Business Expenditures under Labor Code § 2802; (6) Failure to Provide Accurate, Timely, and Itemized Wage Statements under Labor Code § 226; (7) Waiting Time Penalties under Labor Code §§ 201-203; and (8) Unfair Business Practices under Business & Professions Code § 17200 *et seq.*
- 2.3. On June 17, 2019, Plaintiff Martinez filed a PAGA representative action against EDS in the Superior Court of California, County of Alameda, in the matter captioned *Juan Martinez v. EDS Service Solutions, LLC*, Alameda Superior Court Case No. HG19023261. The original Complaint in *Martinez II* alleges one cause of action for PAGA penalties against EDS based on the underlying allegations of *Martinez I*. On January 15, 2020, *Martinez II* was transferred to this Court, and assigned the Case No. 20STCV01703.
- 2.4. On November 27, 2019, Plaintiff Scott filed a putative class action and PAGA representative action against EDS in this Court, in the matter captioned *Octavia Scott v. EDS Service Solutions, LLC*, Case No. 19STCV43044 (“*Scott*”). The original complaint in *Scott* alleges the following putative class action claims and representative claim against EDS: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wage; (5) Waiting Time Penalties; (6) Failure to Provide Accurate, Itemized Wage Statements; (7) Failure to Maintain Required Records; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair Business Practices under Business & Professions Code § 17200 *et seq.*; and (10) PAGA Penalties.
- 2.5. On January 17, 2020, Plaintiff Price filed a putative class action against EDS in this Court, in the matter captioned *Erica Price v. EDS Service Solutions, LLC*, Case No. 20STCV02111 (“*Price*”). The original complaint in *Price* alleges the following putative

class action claims against EDS: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Waiting Time Penalties; (6) Failure to Provide Accurate, Itemized Wage Statements; and (7) Unfair Business Practices under Business & Professions Code § 17200 *et seq.* On July 7, 2020, Plaintiff Price filed a superseding First Amended Complaint in *Price*, adding one representative claim for PAGA penalties based on the allegations underlying her other causes of action against EDS.

- 2.6. On December 4, 2020, Plaintiffs Robert Silva, Juan Martinez, and Erica Price filed a Consolidated Complaint alleging causes of action against EDS for: (1) Failure to Compensate for All Hours Worked under Labor Code §§ 200, 204, 1194, and 1198; (2) Failure to Pay Minimum Wage under Labor Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197; (3) Failure to Pay Overtime Wages under Labor Code §§ 200, 510, 1194; (4) Failure to Provide Meal and Rest Periods under Labor Code §§ 203, 223, 226.7, 512, and 1198; (5) Failure to Timely Reimburse for Necessary Business Expenditures under Labor Code § 2802; (6) Failure to Provide Accurate, Timely, and Itemized Wage Statements under Labor Code § 226; (7) Waiting Time Penalties under Labor Code §§ 201-203; (8) Unfair Business Practices under Business & Professions Code § 17200 *et seq.*; (9) PAGA Penalties under Labor Code § 2699(a); and (10) PAGA Penalties under Labor Code § 2699(f). On May 26, 2022, the Court consolidated *Scott* into the Action without ordering Plaintiffs to file an amended Consolidated Complaint. Since all putative class action claims and representative PAGA claims asserted in *Scott* are entirely subsumed within claims alleged in the Consolidated Complaint, the Consolidated Complaint is the operative Complaint that includes all claims alleged in the Action, including the *Scott* Complaint (the “Operative Complaint.”).
- 2.7. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave written notice to EDS and the LWDA by sending their respective PAGA Notices.
- 2.8. On July 30, 2022, the Parties participated in an all-day mediation presided over by mediator Steven Rottman, Esq., which led to this Agreement to settle the Action. The Parties represent that, prior to mediation, they conducted significant investigation and discovery of the facts and law through both formal and informal discovery. EDS produced hundreds of pages of documents relating to its policies, practices, and procedures regarding its wage and hour practices, paying non-exempt employees for all hours worked, meal and rest period policies, meal premiums paid, and payroll and operational policies. As part of EDS’s production, Class Counsel represent they also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Class Counsel to understand the number of workweeks and pay periods in the Class Period and the PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged within the course and scope of the Parties’ mediation, are more than sufficient to assess the merits of the respective Parties’ positions and to compromise the issues on a fair and equitable basis. Plaintiffs’ 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*”).

- 2.9. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against EDS through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations, including formal conversations and written correspondence before the July 30, 2022, mediation. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interest of the Class and the Aggrieved Employees as a whole.
- 2.10. EDS’s Reasons for Settlement. EDS recognizes that defense of the Action may be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been devoted, and, unless this Settlement is made, will continue to be devoted, to the defense of the claims asserted in the Action. EDS, therefore, has agreed to the Settlement, in the manner and upon the terms set forth in this Agreement to put to rest all claims released under the Settlement.
- 2.11. 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. EDS promises to pay a total sum of Two Million Dollars and Zero Cents (\$2,000,000.00), plus any and all employer payroll taxes owed on the wage portions of the Individual Class Payments, as the Gross Settlement Amount. Under no circumstances will EDS be required to pay or cause to be paid greater than the Gross Settlement Amount under the terms of this Settlement. EDS 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 EDS.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiffs: Class Representative Service Payment, subject to Court approval, of no more than Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Class Representative for their effort in bringing and prosecuting this matter, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating

Class Member. The total Class Representative Service Payments to all Class Representatives shall not exceed Forty Thousand Dollars and Zero Cents (“\$40,000”). EDS will not oppose Plaintiffs’ request for Class Representative Service Payments that does not exceed this amount. Plaintiffs will seek Court approval for any Class Representative Service Payments as part of the motion for Class Counsel Fee Award and Class Counsel Litigation Expenses Payments. Plaintiffs and Class Counsel shall file this motion no later than 16 court days prior to the Final Approval Hearing. If the Court approves an amount of Class Representative Service Payments that is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Forms 1099. Each Class Representative assumes full responsibility and liability for all employee taxes owed on his or her Class Representative Service Payment.

- 3.2.2. To Class Counsel: A Class Counsel Fee Award, subject to Court approval, in an amount up to 35% of the Gross Settlement Amount, which is currently estimated to be \$700,000, which will compensate Class Counsel for all work performed and to be performed in the Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsel Litigation Expense Payments currently estimated at approximately \$42,000.00. EDS will not oppose requests for these payments that do not exceed these amounts. These payments of attorneys’ fees and costs shall be made within fifteen (15) days after the Effective Date or as soon as reasonably practicable.
- 3.2.3. The Administrator will pay the Class Counsel Fee Award and Class Counsel Litigation Expense Payments using IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fee Award and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of these Payments.
- 3.2.4. To the Administrator: Settlement Administration costs shall not exceed \$41,200.00, except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration costs are less, or the Court approves payment of less than \$41,200.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.5. 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, and (b) multiplying the result by the total Workweeks worked by each Participating Class Member during the Class Period. For purposes of calculating Individual Class Payments, any Participating Class Member who did not work at least one Workweek (i.e., eight hours during any week) during the Class Period shall be deemed to have worked one Workweek during the Class Period.

- 3.2.5.1. Minimum Individual Class Payment. If the amount of any Individual Class Payment is less than \$25, the Net Settlement Amount shall be redistributed as follows to ensure the amount of each Individual Class Payment is at least \$25: (a) Increase the amount of each Individual Class Payment less than \$25 to \$25 (“Minimum Individual Class Payment”); (b) Deduct the sum of all Minimum Individual Class Payments from the Net Settlement Amount; (c) Divide the remaining Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members whose Individual Class Payments are \$25 or more; and (d) Multiply the result by the total Workweeks worked by each Participating Class Members whose Individual Class Payments are \$25 or more.
- 3.2.5.2. 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 IRS Forms W-2. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Forms 1099. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on his or her Individual Class Payment.
- 3.2.5.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments.
- 3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$60,000 to be paid from the Gross Settlement Amount. 75% of PAGA Penalties (\$45,000) shall be allocated to the LWDA PAGA Payment, and 25% of PAGA Penalties (\$15,000) shall be allocated to the Individual PAGA Payments.
- 3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$15,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by the total PAGA Pay Periods worked by each Aggrieved Employee. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.
- 3.2.6.2. 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 Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Estimated Class Workweeks and PAGA Pay Periods. Based on a review of its records through March 1, 2022, EDS estimates that as of July 30, 2022 there were approximately 1,945 Class Members who collectively worked a total of 70,999 Workweeks during the Class Period, and 1,738 Aggrieved Employees who collectively worked a total of 64,554 PAGA Pay Periods during the PAGA Period.
- 4.2. Delivery of Class Data. Within 30 days after the Court grants Preliminary Approval, EDS 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. EDS 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 to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which EDS 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 Gross Settlement Amount. EDS shall fully fund the Gross Settlement Amount, including all amounts necessary to fully pay EDS's share of payroll taxes, by transmitting such funds to the Administrator no later than 10 business days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 10 days after EDS 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 Fee Award, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fee Award, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to all Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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 Payments to all Participating Class Members, including those whose Class Notices were returned undeliverable.

The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, and including those Aggrieved Employees whose Class Notices were returned undeliverable. The Administrator may send Participating Class Members who are also Aggrieved Employees 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.

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undeliverable without USPS forwarding addresses. Within 3 business days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided by USPS, or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check requested by any Participating Class Member or Aggrieved Employee whose original check was lost or misplaced prior to the check void date.
- 4.4.3. For any Participating Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, and for any Aggrieved Employee whose 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 Participating Class Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate EDS to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

- 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to all facts, transactions, and occurrences which 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 alleged in the Operative Complaint and facts alleged in Plaintiffs' PAGA Notices; (b) all claims that were, or reasonably could have been, ascertained during the Action, and (c) all claims released pursuant to Paragraph 5.4 below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or to claims or actions based on occurrences outside the Class Period. Each Plaintiff acknowledges that he or she may discover facts or law different from, or in addition to, the facts or law that he or she now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts, or his or her discovery of those facts. This general release does not cover any claims alleged in *Price v. EDS Service Solutions*, Case No. 21STCV40438 currently pending in the Los Angeles Superior Court ("*Price*"). It is the intent of the Parties that each Named Plaintiff can participate as Class Members in the *Price* Class settlement to the extent *Price* is finally resolved. Named Plaintiffs agree not to opt out from nor object to the *Price* Class settlement to the extent they qualify as participating Class Members. This general release exception does not entitle Named Plaintiffs to bring their own and separate action for the same or similar claims as alleged in *Price* against Defendant.

- 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release only, each 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.

- 5.2. Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members Who Are Not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the Operative Complaint based on the factual predicates alleged in the Operative Complaint, including: (a) any alleged failure by EDS to pay all wages due including minimum wages or overtime wages; (b) any alleged failure by EDS to timely pay wages at termination or during employment; (c) any alleged failure by EDS to provide meal or rest periods or to pay meal or rest period premiums; (d) any alleged failure by EDS to maintain and preserve, in a centralized location in California, any required payroll or employee records; (e) any alleged failure by EDS to provide compliant wage statements; (f) any

alleged failure by EDS to reimburse business expenses; (g) any right or claim for civil penalties (except PAGA Penalties) pursuant to the California Labor Code or Wage Order; (h) any right or claim for unfair business practices in violation of California Business & Professions Code § 17200 *et seq.*; and (i) any violation or breach of the California Labor Code arising from or related to the conduct or omission alleged, or could have reasonably been alleged, in the Operative Complaint and the conduct or omission ascertained in the course of the Action, including without limitation, any violation or breach of California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, or any other similar state or local statute, wage order, rule, regulation, ordinance, or authority (“Released Class Claims”). Except as set forth in Paragraph 5.4 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.

5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees 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, in exchange for consideration provided in this Agreement, from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action based on the facts stated in the Operative Complaint, in the PAGA Notices, and ascertained in the course of the Action, including, but not limited to, any right or claim for PAGA penalties predicated on alleged nonpayment or under-payment of minimum and overtime wages, failure to pay or under-payment of wages, overtime, meal and rest period premiums, failure to provide meal and rest periods, nonpayment or under-payment of premiums for meal or rest period violations, failure to timely pay wages, failure to pay all wages due at termination, failure to maintain accurate records, failure to provide and/or maintain accurate and itemized wage statements, failure to reimburse business expenses, and any claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, including any alleged violations of the California Labor Code §§ 200, 201, 201.3, 202, 203, 204, 223, 226, 226.7, 510, 512, 1174, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (“Released PAGA Claims”).

5.4. Release by Participating Class Members Who Are Aggrieved Employees: All Participating Class Members who are Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from all Released Class Claims set forth in Paragraph 5.2 above and all Released PAGA Claims set forth in Paragraph 5.3 above.

6. **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.

- 6.1. EDS's Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, EDS will prepare and deliver to Class Counsel a signed Declaration from EDS and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and EDS 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. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the Notice of Motion, 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 § 2699(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 as the Administrator, 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 the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming their willingness and competency to serve as Class Representatives and disclosing all facts relevant to any actual or potential conflicts of interest with any Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class, its timely transmission to the LWDA of all necessary PAGA documents, including Plaintiffs' PAGA Notices, the Operative Complaint, and this Agreement; (vii) a redlined version of this Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their respective Declarations, Plaintiffs 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.
- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval, which they expect will occur no later than 30 days after the full execution of this Agreement. Class Counsel are responsible for obtaining from the Court a prompt hearing date for the Motion for Preliminary Approval and appearing in Court to advocate in favor of the Motion for Preliminary Approval, delivering the Court's Preliminary Approval to the Administrator, and submitting copies of the Motion for Preliminary Approval of the Settlement to the LWDA on the same day that it is filed with the Court.

- 6.4. 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Settlement Services, Inc. ("SSI") to serve as the Administrator and verified that, as a condition of appointment, SSI 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 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.
- 7.4.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 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 (1) the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and (2) the number of Workweeks and/or PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update the Class Members' addresses using the National Change of Address database.
- 7.4.3. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall

re-mail the Class Notice, via first-class USPS mail, 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 Notices are returned by the USPS a second time.

- 7.4.4. For all Class Members whose Class Notices are re-mailed after having been returned to the Administrator as undeliverable, their Response Deadline to submit written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended by an additional 14 days beyond the Response Deadline otherwise provided in the Class Notices. The Administrator shall inform the Class Member in writing of the extended Response Deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, EDS, 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 no later than 14 days after their respective receipt of the Class Notices, or the Response Deadline provided in the Class Notices, whichever is later.

7.5. Class Members' Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves from (or opt-out of) the Settlement's release of class action claims must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than the Response Deadline – *i.e.*, 60 days after the Administrator mails the Class Notice (plus an additional 14 days for any Class Member 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 choice 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.
- 7.5.2. 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.

- 7.5.3. 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 5.2 and 5.4 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.5.5. Every Class Member who submits a valid and timely Request for Exclusion shall have the right to withdraw the Request for Exclusion by sending the Administrator a written request to withdraw the Request for Exclusion by fax, email, or mail, no later than the Response Deadline – *i.e.*, 30 days after the Administrator mails the Class Notice (plus an additional 14 days for any Class Member whose Class Notice is re-mailed). A request to withdraw the Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's choice to withdraw the Request for Exclusion and to be re-included in the Settlement and includes the Class Member's name, address, and email address or telephone number.
- 7.5.6. Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member and Aggrieved Employee shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed after having been returned undeliverable to the Administrator) to challenge the number of Workweeks allocated to the Class Member in the Class Notice, and/or the number of PAGA Pay Periods allocated to the Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may communicate such challenge with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or each Aggrieved Employee's allocation of

PAGA 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 PAGA Pay Periods to Defense Counsel and Class Counsel, and the Administrator's determination of the challenges.

7.6. Objections to Class Action Components of the Settlement.

7.6.1. 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 Fee Award, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment.

7.6.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline – *i.e.*, 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed after having been returned as undeliverable).

7.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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.

7.7.1. 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, the Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fee Award, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, 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.

7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than five (5) days after the expiration of the Response Deadline, 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 (the "Exclusion List"); (b) the names and other identifying information of Class

Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

- 7.7.3. 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 as undeliverable, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA 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.
- 7.7.4. Challenges to Workweeks and PAGA Pay Periods. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the calculation of Workweeks and all Aggrieved Employee challenges to the calculation of PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.7.5. Administrator’s Declaration. No later than fourteen (14) days before the date by which Plaintiffs are 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 undeliverable, 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.
- 7.7.6. Calculation of Payroll Tax Withholding Amount. No later than five (5) days after the Effective Date, the Administrator shall report its calculation of the total amount necessary to fund EDS’s employer payroll tax withholdings on the Wage Portions of all Individual Class Payments required by this Agreement.
- 7.7.7. Final Report by the Administrator. Within ten (10) days after the Administrator disburses all funds in 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 fifteen (15) 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.

8. **EDS'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the Class, EDS may, within its sole discretion, elect to withdraw from the Settlement. The Parties agree that, if EDS withdraws, the Settlement shall be null and 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, that EDS remain responsible for paying all Settlement Administration Expenses actually incurred up to that time. EDS must notify Class Counsel and the Court of its election to withdraw no later than seven (7) business days after the Administrator sends the final Exclusion List in accordance with Paragraph 7.7.7 to Defense Counsel.
9. **MOTION FOR FINAL APPROVAL.** No later than 16 court days before the calendared Final Approval Hearing, Plaintiffs 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 § 2699(1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than three (3) business 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.
 - 9.1. **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2. **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material modification to the Settlement (including, but not limited to, the scope of release by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fee Award, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.
 - 9.3. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (a) enforcing this Agreement and/or the Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as permitted by law.
 - 9.4. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Fee Award and Class Counsel Litigation Expenses Payment set forth in this Agreement, 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.

- 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the reviewing Court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after any such 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.

10. AMENDED JUDGMENT.

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

11. ADDITIONAL PROVISIONS.

- 11.1. Submissions to the LWDA. At the same time as they submit this Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).
- 11.2. 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 EDS that any of the allegations in the Operative Complaint have merit or that EDS has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that EDS's defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, EDS reserves the right to contest certification of any class, and the manageability of any representative claim, for any reasons, and

EDS reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest EDS'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.

- 11.3 Defendants' Legal Fees. Defendants' legal fees and expenses in this Action shall be borne by Defendants.
- 11.4 Inadmissibility of Settlement Agreement. Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.
- 11.5. Computation of Time. For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CAL. CIV. CODE PROC. §§ 12, 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.
- 11.6. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.
- 11.7. Tolling of the Five-Year Deadline. The Parties agree that the five-year deadline to bring this Action to trial shall continue to toll until the date of Final Approval.
- 11.8. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, EDS, 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 any other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the Parties' own attorneys 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. Plaintiffs, Class Counsel, EDS, and Defense Counsel separately agree not to, directly or indirectly, initiate or engage in any communication, before the filing of the Motion for Preliminary Approval, with any 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.

- 11.9. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of the Settlement, to object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 11.10. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) 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 concerning the Settlement or the Action.
- 11.11. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and EDS, respectively, to take all appropriate action required, or permitted to be taken, by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
- 11.12. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Steven Rottman, Esq. or the Court for resolution.
- 11.13. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.14. No Tax Advice. Neither Plaintiffs, Class Counsel, EDS, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

- 11.15. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.16. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.17. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 11.18. 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 its drafter or participated in its drafting.
- 11.19. 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 on 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. No Signature Required by Class Members. Only the Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.
- 11.20. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.21. 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 EDS in connection with any mediation concerning the Action, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final disbursement of the Gross Settlement Amount, Plaintiffs shall destroy all paper and electronic versions of Class Data received from EDS, unless, prior to the Court's discharge of the Administrator's obligation, EDS makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.22. Invalidity of Any Provision; Severability. Before declaring any provision of this Settlement invalid, the Parties request that the Court first attempt to construe the provisions valid, to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event

any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

- 11.23. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.24. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.25. 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 Robert Silva: **OTKUPMAN LAW FIRM, ALC**
Roman Otkupman (roman@olfla.com)
Nidah Farishta (nidah@olfla.com)
28632 Roadside Dr., Suite 203
Agoura Hills, CA 91301

To Plaintiff Juan Martinez: **SCHNEIDER WALLACE COTTRELL KONECKY, LLP**
Carolyn Hunt Cottrell (ccottrell@schneiderwallace.com)
Ori Edelstein (oedelstein@schneiderwallace.com)
Kristabel Sandoval (ksandoval@schneiderwallace.com)
Philippe M. Gaudard (pgaudard@schneiderwallace.com)
2000 Powell Street, Suite 1400
Emeryville, California 94608

MOORADIAN LAW, APC
Zorik Mooradian (zorik@mooradianlaw.com)
Haik Hacopian (haik@mooradianlaw.com)
24007 Ventura Blvd #210
Calabasas, CA 91302

To Plaintiff Octavia Scott: **MATERN LAW GROUP, PC**
Matthew J. Matern (mmatern@maternlawgroup.com)
Matthew W. Gordon (mgordon@maternlawgroup.com)
Vanessa M. Rodriguez (vrodriguez@maternlawgroup.com)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266

To Plaintiff Erica Price: **THE NOURMAND LAW FIRM, APC**
Michael Nourmand (mnourmand@nourmandlawfirm.com)

James A. De Sario (jdesario@nourmandlawfirm.com)
8822 West Olympic Boulevard
Beverly Hills, California 90211

To EDS:

BAKER & HOSTETLER LLP

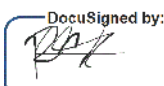
Shareef S. Farag (sfarag@bakerlaw.com)
Margaret Rosenthal (mrosenthal@bakerlaw.com)
Vartan S. Madoyan (vmadoyan@bakerlaw.com)
Vivian Y. Shen (vshen@bakerlaw.com)
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509

GORDON REES SCULLY MANSUKHANI, LLP

Joan C. Woodard (jwoodard@grsm.com)
3 Parkcenter Drive, Suite 200
Sacramento, CA 95825

***** SIGNATURES STARTING ON NEXT PAGE *****

For Plaintiff Robert Silva:

Signature:  _____
Robert Silva
Date: 12/5/2022 _____

Counsel for Plaintiff Robert Silva:

OTKUPMAN LAW FIRM, ALC

Signature:  _____
Roman Otkupman
Date: 12/5/2022 _____

For Plaintiff Juan Martinez:

Signature: _____
Juan Martinez
Date: _____

Counsel for Plaintiff Juan Martinez:

SCHNEIDER WALLACE COTTRELL KONECKY LLP

Signature: _____
Carolyn Hunt Cottrell
Date: _____

MOORADIAN LAW, APC

Signature:  _____
Zorik Mooradian
Date: 12/2/2022 _____

For Plaintiff Octavia Scott:

Signature: _____
Octavia Scott
Date: _____

Counsel for Plaintiff Octavia Scott:

MATERN LAW GROUP, PC

Signature: _____
Matthew J. Matern
Date: _____

For Plaintiff Erica Price:

Signature: _____
Erica Price
Date: _____

Counsel for Plaintiff Erica Price:

THE NOURMAND LAW FIRM, APC

Signature: _____
Michael Nourmand
Date: _____

For Plaintiff Robert Silva:

Signature: _____
Robert Silva

Date: _____

Counsel for Plaintiff Robert Silva:

OTKUPMAN LAW FIRM, ALC

Signature: _____
Roman Otkupman

Date: _____

For Plaintiff Juan Martinez:

Signature:  _____
Juan Martinez

Date: 12 / 09 / 2022

Counsel for Plaintiff Juan Martinez:

SCHNEIDER WALLACE COTTRELL KONECKY LLP

Signature:  _____
Carolyn Hunt Cottrell

Date: 12 / 09 / 2022

MOORADIAN LAW, APC

Signature: _____
Zorik Mooradian

Date: _____

For Plaintiff Octavia Scott:

Signature: _____
Octavia Scott

Date: _____

Counsel for Plaintiff Octavia Scott:

MATERN LAW GROUP, PC

Signature: _____
Matthew J. Matern

Date: _____

For Plaintiff Erica Price:

Signature: _____
Erica Price

Date: _____

Counsel for Plaintiff Erica Price:

THE NOURMAND LAW FIRM, APC

Signature: _____
Michael Nourmand

Date: _____

For Plaintiff Robert Silva:

Signature: _____
Robert Silva

Date: _____

Counsel for Plaintiff Robert Silva:

OTKUPMAN LAW FIRM, ALC

Signature: _____
Roman Otkupman

Date: _____

For Plaintiff Juan Martinez:

Signature: _____
Juan Martinez

Date: _____

Counsel for Plaintiff Juan Martinez:

SCHNEIDER WALLACE COTTRELL KONECKY LLP

Signature: _____
Carolyn Hunt Cottrell

Date: _____

MOORADIAN LAW, APC

Signature: _____
Zorik Mooradian

Date: _____

For Plaintiff Octavia Scott:

Signature:  _____
Octavia Scott
Date: December 5, 2022

Counsel for Plaintiff Octavia Scott:

MATERN LAW GROUP, PC

Signature:  _____
Matthew J. Matern
Date: December 6, 2022

For Plaintiff Erica Price:

Signature: _____
Erica Price

Date: _____

Counsel for Plaintiff Erica Price:

THE NOURMAND LAW FIRM, APC

Signature: _____
Michael Nourmand

Date: _____

For Plaintiff Robert Silva:

Signature: _____
Robert Silva

Date: _____

Counsel for Plaintiff Robert Silva:

OTKUPMAN LAW FIRM, ALC

Signature: _____
Roman Otkupman

Date: _____

For Plaintiff Juan Martinez:

Signature: _____
Juan Martinez

Date: _____

Counsel for Plaintiff Juan Martinez:

SCHNEIDER WALLACE COTTRELL KONECKY LLP

Signature: _____
Carolyn Hunt Cottrell

Date: _____

MOORADIAN LAW, APC

Signature: _____
Zorik Mooradian

Date: _____

For Plaintiff Octavia Scott:

Signature: _____
Octavia Scott

Date: _____

Counsel for Plaintiff Octavia Scott:

MATERN LAW GROUP, PC

Signature: _____
Matthew J. Matern

Date: _____

For Plaintiff Erica Price:

Signature:  _____

Erica Price
Date: 12/05/2022

Counsel for Plaintiff Erica Price:

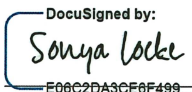
THE NOURMAND LAW FIRM, APC

Signature:  _____
Michael Nourmand

Date: 12/5/22

For Defendant:

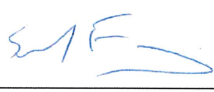
EDS SERVICE SOLUTIONS, LLC

Signature: 
Sonya Locke, CEO

Date: 12/6/2022 | 11:02 AM PST

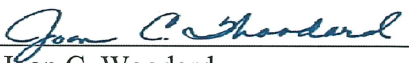
Counsel for Defendant:

BAKER & HOSTETLER LLP

Signature: 
Shareef S. Farag

Date: December 5, 2022

GORDON REES SCULLY MANSUKHANI, LLP

Signature: 
Joan C. Woodard

Date: December 5, 2022