

STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, Chanielle Enomoto and Brandon Johnson (“Plaintiffs”), on the one hand, and Defendant Siemens Industry, Inc. (“Defendant” or “Siemens”), on the other hand, hereby enter into and stipulate to the following Settlement Agreement:

I. DEFINITIONS

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

- A. **Action**: The putative class action lawsuit filed by Plaintiffs Chanielle Enomoto and Brandon Johnson against Siemens currently pending in the District Court of California for the Northern District of California, case number 8:22-cv-00334 (the “Federal Court Action”), and the PAGA Action currently pending in Alameda Superior Court, case number Case No. 22CV022814 (the “State Court Action”).
- B. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$15,000.00. All Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- C. **Agreement, Settlement Agreement, Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Stipulation and Settlement Agreement.”
- D. **Attorney Fee Award**: An amount not to exceed 33.3% of the Gross Settlement Amount or \$1,833,333.33, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- E. **Aggrieved Employees**: All persons currently and formerly employed by Siemens in California with the formal, internal title of Area Sales Professional (“ASP”) at any time during the PAGA Period.
- F. **Class**: All current and former employees of Siemens in California with the formal, internal title of Area Sales Professional (“ASP”) employed at any time during the Class Period.
- G. **Class Counsel**: Jon Lebe, Brielle Edborg, and Melissa Kurata of Lebe Law, APC.
- H. **Class Member**: Each person who is a member of the Class as defined above.
- I. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- J. **Class Period**: March 2, 2018 until October 27, 2024 or the date in which the number of Qualifying Workweeks reach 45,314, whichever occurs first.
- K. **Class Representatives or Plaintiffs**: Chanielle Enomoto and Brandon Johnson.

- L. **Class Representative Enhancement Payments:** The amount the Court awards to Plaintiffs, which will not exceed \$10,000 for each Class Representative. These payments shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- M. **Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$35,000.00. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- N. **Counsel for Defendant:** Alex Polishuk, Armida Derzakarian, of Polsinelli.
- O. **Defendant:** Siemens Industry, Inc.
- P. **Effective Final Settlement Date:** The Effective Final Settlement Date shall be the later of: (a) this Settlement Agreement has been executed by Plaintiffs and Defendant; (b) Notice of the Settlement has been sent to the LWDA; (c) the Court has given final approval to the Settlement; (d) the Court has entered its Final Order and Judgment; and (e) the later of the following events: (i) five court days after the period for filing any appeal, writ, or other appellate proceeding opposing approval of the judgment approving the settlement has elapsed (i.e., 60 days from entry of judgment) without any appeal, writ, or other appellate proceeding having been filed; (ii) five court days after any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (iii) five court days after any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.
- Q. **Funding of Settlement:** Defendant shall wire to the Settlement Administrator the Gross Settlement Amount within twenty-one (21) business days of the Effective Final Settlement Date.
- R. **Final Judgment or Final Approval:** The final order and judgment entered by the Court finally approving this Agreement. The Parties anticipate that the Court will enter the Final Approval Order and Judgment simultaneously. However, to the extent the Court does not, the Parties' reference to "Final Approval" or "Final Judgment" is intended to be the date on which the Court has entered both the Final Approval Order and the Judgment.
- S. **Gross Settlement Amount or GSA:** The non-reversionary sum Five Million Five Hundred Thousand Dollars and Zero Cents (\$5,500,000.00). This is the total amount Defendant can be required to pay under this Settlement Agreement, which includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members (including employees' share of any applicable payroll taxes); (2) employer's share of any applicable payroll taxes; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the PAGA Payment (including the Payment to the LWDA and to Aggrieved Employees), as approved by the Court. No portion of the GSA will revert to Defendant for any reason.

- T. **Individual Settlement Share(s)**: The amounts payable to each Participating Class Member under the terms of this Settlement Agreement. Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- U. **LWDA**: California Labor and Workforce Development Agency.
- V. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members after the following deductions from the GSA: (1) the Attorney Fee Award, (2) employer's share of any applicable payroll taxes, (3) Cost Award, (4) Class Representative Enhancement Payments, (5) the PAGA Payment (including the payment to the LWDA and the Aggrieved Employees), and (6) Administration Costs. The Individual Settlement Shares shall be reduced by the employee's applicable tax liability for the wages portion of the share as provided for herein.
- W. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- X. **PAGA Payment**: The PAGA Payment consists of \$200,000.00 of the GSA allocated to satisfy the PAGA penalties claim as alleged in the Complaint. Seventy-five percent (75%) of the PAGA Payment (\$150,000.00) shall be paid to the LWDA, and twenty-five percent (25%) (\$50,000.00) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Aggrieved Employees. Because this portion of the settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employees have the right to be excluded from the terms of PAGA Settlement (including the release of the Released PAGA Claims), and all Aggrieved Employees will receive their shares of the PAGA Payment.
- Y. **PAGA Period**: July 23, 2020 until October 27, 2024 or the date in which the number of Qualifying Workweeks reach [20% increase in the number of qualifying PAGA workweeks], whichever occurs first.
- Z. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- AA. **Parties**: Plaintiffs as individuals and as Class Representatives, and Defendant.
- BB. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the proposed Settlement.
- CC. **Qualified Settlement Fund or QSF**: The Parties agree that the GSA is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such.
- DD. **Released Claims**: All Claims asserted in the operative Complaint or that could have been asserted in the operative Complaint based on the facts alleged therein, including any and all claims for: (i) failure to pay all regular wages, minimum wages, overtime wages, or other premium pay due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to reimburse all business expenses,

(vii) failure to keep accurate payroll records; (viii) failure to provide written contracts to employees; (ix) unlawful deduction of wages; and (x) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded or that could have been pleaded in the operative Complaint or Amended Complaint in the State Court Action or the Federal Action. The Released Claims include claims meeting the above definition under any and all applicable California or federal laws, statutes (including, but not limited to the Fair Labor Standards Act), regulations, and Wage Orders.

EE. Released Parties: Defendant and its parent companies, subsidiaries, affiliates, shareholders, officers, directors, members, managers, supervisors, employees, attorneys, insurers, predecessors, successors, and assigns.

FF. Response Deadline: Sixty (60) calendar days from the initial mailing of the Notice.

GG. Amended Complaint: As a condition of settlement, Plaintiffs will file an Amended Complaint in the State Court Action to: (a) conform the pleadings to encompass all claims raised in each of the separate actions settled herein (i.e. the Federal Court Action and the State Court Action) and conform with the scope of the Released Class Claims and Released PAGA Claims. Defendant will not be required to file an answer or other responsive pleading to the Amended Complaint. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the Amended Complaint will be deemed withdrawn and the original Complaint will again become the operative complaint Defendant does not impliedly or expressly waive any arguments or defenses to the Amended Complaint.

HH. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment. Settlement Administration also includes mailing a postcard to all Participating Class Members and/or Aggrieved Employees that fail to cash their checks within 90 days, all required tax reporting on the Settlement Payments (including the issuing of 1099 and W-2 IRS Forms), calculating and distributing the Gross Settlement Amount, and providing necessary status reports and declarations.

II. Settlement Administrator: The third party administrator agreed upon by Parties to administer this Settlement is Simpluris, Inc.

JJ. Superior Court: Superior Court of California for the County of Alameda.

KK. Qualifying Workweek: Any calendar week beginning with Monday on 12:01 a.m. and ending on Sunday at midnight, during the Class Period, in which a Class Member or Aggrieved Employee worked at least 1 day, subject to an annual deduction for the average allotted paid time off ("PTO") (5 weeks for employees with ten (10) or less years of service and 6 weeks for employees with more than ten (10) years of service). The Parties, having reviewed relevant work history data for Class Members, negotiated and agreed that Class Members are deemed to have worked approximately 41,194 Qualified Workweeks for the duration of the Class Period, though this number may increase up to 45,314 Qualified Workweeks.

II. RECITALS

- A. On March 2, 2022, Plaintiff Enomoto filed a putative collective action under the Fair Labor Standards Act (FLSA) in *Enomoto v. Siemens Industry, Inc.*, U.S. District Court for the Central District of California (Case No. 8:22-cv-0334) and later amended the Complaint to add state law claims under the California Labor Code, including a claim for penalties under the Private Attorneys General Act (PAGA) (“Enomoto I”);
- B. On October 28, 2022, the Central District dismissed Enomoto I in its entirety concluding that the operative complaint did not plead sufficient facts to support the FLSA claim and that the Court lacked jurisdiction under the Class Action Fairness Act (“CAFA”) over the state law claims and thus declined to exercise supplemental jurisdiction over them.
- C. On November 16, 2022, Siemens filed a Notice of Appeal of the Enomoto I Order dismissing the state law claims, challenging the finding that there was no CAFA jurisdiction (Case No. 22-56062) (the “Ninth Circuit Appeal”).
- D. On November 29, 2022, Plaintiff Enomoto filed a separate PAGA action in Alameda Superior Court, *Enomoto v. Siemens Industry, Inc.*, Alameda County Superior Court (Case No. 22CV022814) (“Enomoto II”).
- E. On April 3, 2023, Plaintiff Johnson filed a separate FLSA Class Action Complaint in *Johnson v. Siemens Industry, Inc.*, U.S. District Court for the Northern District of California (Case No. 3:23-cv-01562), which Siemens transferred to this district (Case No. 2:23-cv-06031) (“Johnson I”).
- F. The Parties engaged in informal discovery and exchanged documents and information in advance of mediation with Lisa Klerman, Esq. Among other things, Plaintiff requested and received (1) Defendant’s employee handbooks and applicable policies used during the Class Period and (2) Plaintiffs’ personnel files, wage statements and time records; and (3) a sampling of the time and payroll records for the putative Class.
- G. The Parties attended a full day mediation with Lisa Klerman, Esq. on May 1, 2024, and were able to reach a global resolution.
- H. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant 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. 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 interests of the Class Members.
- I. **Defendant’s Reasons for Settlement.** Defendant disputes the alleged claims raised in Action but recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

- J. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.
- K. Plaintiffs' Claims.** Plaintiffs assert that Defendant's defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, Plaintiffs, Class Members, and Class Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiffs and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00), inclusive of employer's share of any applicable payroll taxes.
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiffs and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.
- D. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiffs Chanielle Enomoto and Brandon Johnson shall be appointed as representative for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.

- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the NSA to each Participating Class Member.

Individual Settlement Share Calculation.

Each Participating Class Member will receive a proportionate share of the Class Portion of the Net Settlement Amount that is equal to (i) the number of Qualified Workweeks that he or she worked for Defendant in California during the Class Period based on the Class data provided by Defendant, divided by (ii) the number of Qualified Workweeks during the Class Period, which is then multiplied by the NSA. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Tax Treatment.

Participating Class Member Taxes:

Each Class Member's gross settlement award will be apportioned as follows: 20% wages and 80% non-wages, including expense reimbursement, interest, penalties, and liquidated damages. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS W-2 forms. The amounts paid as non-wages shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported on IRS 1099 forms.

Employer Taxes:

The Employer's portion of payroll taxes will be from the Gross Settlement Amount. If the Court declines to grant preliminary or final approval of the Settlement because (in whole or in part) of this term, the Parties agree to reduce the Gross Settlement Amount by the amount of the Employer's portion of the payroll taxes.

- G. Individual PAGA Payment.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay each Aggrieved Employee an Individual PAGA Payment from the Aggrieved Employees' portion of the PAGA Payment to each Aggrieved Employee.

Calculation of Individual PAGA Payment Calculation. Each Aggrieved Employee will receive a proportionate share of the PAGA Amount of the Net Settlement Amount that is equal to (i) the number of Qualified Workweeks that he or she worked for Defendant in California during the PAGA Period based on the Class data provided by Defendant, divided by (ii) the total number of Qualified Workweeks worked by all Aggrieved Employees based on the same Class data, which is then multiplied by \$50,000. Therefore, the value of each Aggrieved Employee's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Tax Treatment. One hundred percent (100%) of the PAGA Payment paid to the Aggrieved Employees shall be designated as Civil Penalties.

- H. Preliminary Approval.**

Preliminary Approval Motion. Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.

Preliminary Approval Hearing. At the Preliminary Approval hearing, the Parties will appear to support the granting of the motion.

Effect of Denial of Preliminary Approval. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. The amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payments shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Award.

I. Appointment of Settlement Administrator.

Solely for the purposes of this Settlement, the Parties stipulate and agree that the Settlement Administrator shall be retained to serve as Settlement Administrator, subject to Court approval and appointment.

Responsibilities of Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice to the Putative Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and remailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the Cy Pres Beneficiary, in the amounts directed per this Settlement, including the administration of related tax reimbursements; and for such other tasks as the Parties mutually agree.

No Interest in Settlement Administrator. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

J. Notice to Class Members

Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

Class Data to Settlement Administrator. Within seven (7) calendar days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of Workweeks during which the Class Member performed work during the Class Period (“Class Data”). The Class Data shall be based on Defendant’s payroll, personnel, and other business records. If any or all of this information is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database (“NCOA”) on the addresses of all former employee Class Members. The Settlement Administrator shall maintain the Class Data as private and confidential.

Notice Mailing. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendant and the NCOA search results.

Returned Class Notices. If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the NCOA and skip traces to attempt to find current addresses. The Settlement Administrator will note for its own records the date and address of each re-mailing.

Undeliverable Class Notices. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice will be deemed undeliverable.

Weekly Reports. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant’s Counsel of the number of Class Notices mailed, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed, and the number of requests for exclusion or objections received.

Final Report. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Class Notices mailed to Class Members, the number of Class Notices returned as undeliverable, the number of Class Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

Declaration re: Administration. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator will circulate to the Parties a declaration of administration setting forth its compliance with its obligations under this Stipulation. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel with the Motion for Final Approval, or as soon as

practicable. The Settlement Administrator will supplement its declaration if any material changes occur from the date of its prior declaration or upon request by the Parties.

K. Response to Class Notice

1. Objections to Settlement.

The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

Format. Written objections should state: (a) the objecting person's full name; (b) the words "Notice of Objection" or "Formal Objection;" and (c) describe, in clear and concise terms, the arguments supporting the objection. Failure to follow this format will not render the objection invalid.

Appearance at Final Approval Hearing. Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through his or her own counsel.

Objections Received. The Settlement Administrator will provide copies of any objection it receives to Class Counsel and Defendant's Counsel. Class Counsel will file the objections with the Court prior to the Final Approval Hearing. Class Counsel and Defense Counsel will be permitted to file a response to any objections received at any time leading up to the Final Approval Hearing.

2. Request for Exclusion from the Settlement ("Opt-Out").

The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail or fax to the Settlement Administrator a written request for exclusion.

Format. The written request for exclusion must: (a) state the Class Member's name, address, telephone number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; and (c) be postmarked or fax receipt dated no later than the Response Deadline.

Effect of Timely Request for Exclusion. Any Class Member who returns a timely, valid request for exclusion will not be bound by the Settlement and subsequent Final Judgment and will not receive an Individual Settlement Share.

Effect of Untimely Request for Exclusion. A Class Member who does not complete and mail or fax a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is finally approved by the Court, and by the subsequent Final Judgment.

Effect of Submission of Both Objections and Request for Exclusion. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement.

3. No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

4. No Objections or Requests for Exclusion from PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to be excluded from the terms of PAGA Settlement (including the release of the Released PAGA Claims), and all Aggrieved Employees will receive their shares of the PAGA Fund.

L. Final Approval

Final Approval Motion. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Final Judgment) releasing and barring any Released Claims of the Participating Class Members.

Effect of Denial of Final Approval. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the GSA or any amounts that otherwise would have been owed under this Stipulation. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.

Effect of Grant of Final Approval. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Final Judgment in accordance therewith. After entry of Final Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

M. Appeals

1. Waiver of Right to Appeal. Provided that the Final Judgment is consistent with the terms and conditions of this Agreement (including without limitation the release of claims under FLSA and payment of Defendant's share of the payroll taxes from the GSA), if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Final Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver

of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

2. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Final Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

N. Funding the Settlement.

Defendant shall fund the settlement pursuant to the terms of this Stipulation and the Court's Final Approval Order.

Timing. Defendant shall wire to the Settlement Administrator the Gross Settlement Amount within twenty-one (21) business days of the Effective Final Settlement Date.

QSF Treatment. The Parties and Settlement Administrator shall treat the GSA as coming into existence as a QSF on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

Dismissal of Federal Action. Within five (5) business days after the Funding Date, Class Counsel will file a Notice of Dismissal with prejudice and a Request for Dismissal with prejudice in the Federal Action. To the extent either the U.S. District Court for the Central District of California request additional filings to facilitate the dismissal of the Federal Action, Class Counsel will promptly submit all necessary documentations to facilitate dismissals with prejudice.

O. Disbursement of the Settlement.

The Settlement Administrator shall distribute funds pursuant to the terms of this Stipulation and the Court's Final Approval Order. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

Timing. Pursuant to the terms of this Settlement Agreement, if no objection to the settlement is made and no motion for intervention is filed, the Settlement Administrator shall disburse the following within 65 days of the notice of entry of the final approval order, if no appeal of the final approval order has been filed:

To the Class Representatives: In addition to Plaintiffs' Individual Settlement Share and Individual PAGA Payments, and subject to the Court's approval, Plaintiffs will receive TEN THOUSAND DOLLARS [\$10,000.00] each as an Enhancement Payment. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the GSA. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form

1099 will be issued to Plaintiffs for this payment. If the amount awarded is less than the amount requested for the Class Representative Enhancement Payments, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

To Class Counsel. Class Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed 33.3% of the GSA and a Cost Award not to exceed \$35,000.00. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

To the Responsible Tax Authorities. The Settlement Administrator will pay the amount of the Employer's share of the payroll taxes out of the Gross Settlement Amount and the Participating Class Members' portion of payroll withholding taxes out of each Participating Class Member's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Employer's share of the payroll taxes and the Participating Class Members' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

To the Settlement Administrator. The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed FIFTEEN THOUSAND DOLLARS [\$15,000.00]. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

To the LWDA. The Settlement Administrator will pay TWO HUNDRED THOUSAND DOLLARS [\$200,000.00] of the GSA allocated to PAGA settlement penalties. Seventy-five percent (75%) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment shall be distributed to the Aggrieved Employees according to the Individual PAGA Payment Calculation, set forth above.

To Participating Class Members. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the NSA.

Disbursement of Settlement in Event of Intervention or Objection: Defendant shall fund the Settlement within 21 days of the Effective Date. As outlined above, the Effective Date of the Settlement is: (a) if no timely objections are filed or if all objections are withdrawn, five court days after the date upon which the Court enters final approval; (b) if an objection is filed and overruled, five court days after the deadline for filing an appeal of the final approval order if no such appeal is filed; (c) if any timely appeals are filed, five court days after the date of the final resolution (or

withdrawal) of any such appeal in a way that does not alter the terms of the Settlement, in whole or in part.

P. Uncashed Checks.

Check Expiration. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become nonnegotiable, and offer to replace the check if it was lost or misplaced.

Cancelled Checks. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks.

Uncashed Checks. In the event that any Class Member fails to timely cash or deposit his or her Individual Settlement Share check, the Settlement Administrator shall remit such funds to the State of California Unclaimed Property Fund pursuant to the then-applicable instructions of the California State Controller to be held by the Controller. The Parties agree that this disposition results in no ‘unpaid residue’ under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to participating Settlement Class Members, whether or not they all cash their Individual Settlement Payment checks.

Q. Compliance Report by Settlement Administrator. Within ten (10) business days after the Settlement Administrator cancels any checks remaining uncashed, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds, including all information required pursuant to the California Code of Civil Procedure section 384 (i.e. the total amount actually paid to Participating Class Members) and the amount remaining uncashed. Class Counsel will file the declaration with the Court, along with an Amended Judgment.

R. Amended Judgment. Pursuant to California Code of Civil Procedure section 384, the Parties shall amend the Final Judgment to direct the Settlement Administrator to pay the sum of any uncashed checks, plus any interest accrued thereon, to the Cy Pres Beneficiary.

S. Release of Claims.

Participating Class Members’ Release. Upon Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Class Members will be deemed to have opted-into the settlement for Fair Labor Standards Act purposes once they have cashed their checks. If any Class Member does not cash their check, they will still be deemed to have released all non-Fair Labor Standards Act claims included in the Released Claims. However, any Class Member who does not cash their check will be deemed to have not opted into the settlement class for any Fair Labor Standards Act claims, and will retain their rights, if any, under the Fair Labor Standards Act.

Class Representatives' Release. Upon Defendant's deposit of the Gross Settlement Amount with the Settlement Administrator, Class Representatives' release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties arising from or related to their employment with Defendant from the beginning of time through the date of his signature on this Stipulation, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation. Plaintiffs' release includes a waiver of California Civil Code section 1542, which provides as follows:

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.

This release excludes any release of any claims not permitted to be released by law.

T. Miscellaneous Terms.

Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this Action outside of the GSA.

No Admission of Liability. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Stipulation is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Stipulation is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Stipulation).

No Effect on Employee Benefits. The Class Representative Enhancement Payments and Individual Settlement Shares paid to Plaintiffs or Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members. The Parties agree that any Class Representative Enhancement Payments and/or Individual Settlement Shares paid to Plaintiffs or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

Integrated Agreement. After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

- U. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Stipulation. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Stipulation, or on any supplemental provisions that may become necessary to effectuate the terms of this Stipulation, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Stipulation.
- V. Exhibits and Headings.** The terms of this Stipulation include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Stipulation are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Stipulation.
- W. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.
- X. Amendment or Modification of Agreement.** This Stipulation, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
- Y. Agreement Binding on Successors and Assigns.** This Stipulation will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- Z. No Prior Assignment.** Plaintiffs hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- AA. Applicable Law.** All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- BB. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Stipulation reflects a fair, reasonable, and

adequate settlement of the Action and have arrived at this Stipulation through arms-length negotiations, taking into account all relevant factors, current and potential.

- CC. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Stipulation, and that Class Members will assume any such tax obligations or consequences that may arise from this Stipulation, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Participating Class Member, such Participating Class Member assumes all responsibility for the payment of such taxes.
- DD. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Stipulation and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments in connection therewith.
- EE. Invalidity of Any Provision; Severability.** Before declaring any provision of this Stipulation 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 Stipulation valid and enforceable. In the event any provision of this Stipulation shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- FF. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Stipulation. This Stipulation will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- GG. Execution in Counterpart.** This Stipulation may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile, PDF, DocuSign (or similar e-signature) signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

DATED: Oct 15, 2024

Chanielle Enomoto
Chanielle Enomoto (Oct 15, 2024 10:43 PDT)

Plaintiff Chanielle Enomoto

DATED: Oct 15, 2024

Brandon Johnson
Brandon Johnson (Oct 15, 2024 17:59 PDT)

Plaintiff Brandon Johnson

[PURPOSEFULLY LEFT BLANK; DOCUMENT CONTINUES ON NEXT PAGE]

DATED: _____

Defendant Siemens Industry, Inc.

Name: Paul Hayes

Title: _____

Hayes
Paul
Digitally signed
by Hayes Paul
Date:
2024.10.17
20:39:43 -05'00'

DATED: _____

Defendant Siemens Industry, Inc.

Name: Peter Kamps

Title: _____

Kamps
Peter
Digitally signed by Kamps Peter
DN: c=DE, st=Bayern, o=Siemens,
2.5.4.97=NTRDE-HRB 6684,
email=peter.kamps@siemens.co
m, serialNumber=Z000ABEL,
givenName=Peter, sn=Kamps,
cn=Kamps Peter
Date: 2024.10.17 14:26:46 -05'00'

Approved as to Form:

DATED: October 17, 2024

LEBE LAW, APC



Jon Lebe, Esq.
Attorneys for Plaintiffs

POLSINELLI LLP

DATED: October 17, 2024



Alex Polishuk, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Enomoto, et al. v. Siemens Industry, Inc.
(Alameda County Superior Court, Case No. 22CV022814)

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

To: All current and former employees of Defendant who were employed by Defendant in the State of California at any time March 2, 2018 through October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first, with the formal, internal title of Area Sales Professional (“ASP”).

BASIC INFORMATION

1. What Is This Settlement About?

On March 3, 2022, a lawsuit was commenced by Chanielle Enomoto (“Plaintiff Enomoto”), a former employee of Defendant Siemens Industry, Inc. (“Defendant”), with the United States District Court for the Central District of California, Case No. 8:22-CV-00334-DOC-KES. On November 11, 2022, another lawsuit was commenced by Plaintiff Enomoto in the Alameda County Superior Court, Case No. 22CV022814 (the “lawsuit”). On April 3, 2023, another lawsuit was commenced by Brandon Johnson (“Plaintiff Johnson”) in the United States District Court for the Northern District of California, Case No. 4:23-cv-01562. On June 22, 2023, another lawsuit was commenced by Plaintiff Enomoto and Plaintiff Johnson (together, “Plaintiffs”) in Alameda County Superior Court, Case No. 23CV036600. On May 21, 2024, Case No. 8:22-CV-00334-DOC-KES, Case No. 4:23-cv-01562, 23CV036600 were consolidated in the Central District. On , 2024, Plaintiffs filed a First Amended Complaint in the remaining Alameda Superior Court case, adding the claims from the consolidated Central District case.

The Lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code and Federal Labor Standards Act. Plaintiffs allege that Defendant misclassified Class Members and as a result, failed to pay all minimum and overtime wages earned, failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed upon separation of employment, failed to reimburse employees for business expenses, failed to keep accurate payroll records, unlawfully deducted wages, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act of 2004 (“PAGA”). The Lawsuit alleges that Defendant violated the Federal Labor Standards Act, the California Labor Code, and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties, and restitution. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representatives (Chanielle Enomoto and Brandon Johnson) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Alameda County Superior Court (“Court”) oversees this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement (“Agreement” or “Settlement”). On [date of preliminary approval], the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class Representatives, and appointed their attorneys at Lebe Law, APLC as counsel for the Class (“Class Counsel”). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement and a Class Member if you were employed by Defendants as an employee in the state of California at any time between March 2, 2018 through October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first (“Class Period”) with the formal, internal title of Area Sales Professional (“ASP”).

You are part of the Settlement and a PAGA Member if you were employed by Defendants as an employee in the state of California at any time between July 23, 2020 through October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first (“PAGA Period”), with the formal, internal title of Area Sales Professional (“ASP”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendant will pay a maximum amount of Five Million and Five-Hundred Thousand Dollars (\$5,500,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

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

- A. **Attorneys’ Fees to Class Counsel** are up to One Million Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,833,333.33);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars (\$35,000.00);
- C. **Enhancement Payment to the Class Representatives** in an amount not to exceed Ten Thousand Dollars (\$10,000) each for a total of Twenty Thousand Dollars (\$20,000.00);
- D. **Settlement Administration Costs** in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00);
- E. **PAGA Payment** in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$150,000.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$50,000.00) will be distributed to PAGA Members; and
- F. **Employer-side taxes** in an amount not to exceed \$105,000.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be

determined on a *pro rata* basis, based on the number of weeks you worked in California as an employee of Defendant's between March 2, 2018 and October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first ("Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) will be apportioned as interest and penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and will be reported on a W-2 Form. Employee payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. Employer's share of payroll taxes will be deducted from the Gross Settlement Amount. The penalties and interest portions of each Class Member's settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee's wages and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court's final order approving the Settlement.

This Amount was determined based on Defendant's records of your employment between March 2, 2018 through October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, provide any documentation you have supporting such dispute by [Response Deadline]. The Settlement Administrator and the Parties will attempt to resolve all disputes regarding your workweeks, but the Court will ultimately decide any unresolved dispute. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the Effective Date, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the "Released Parties" from the "Class Released Claims" that arose during the "Class Period."

The "Released Parties" include Defendant, and each of its past, present and future agents, employees, servants, owners, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, affiliates, and alter-egos, and all of their respective past, present

and future employees, directors, officers, agents, owners, attorneys, insurers, stockholders, fiduciaries, parents, subsidiaries, and assigns.

The “Class Released Claims” means any and all federal, state, and local demands, rights, liabilities, claims and/or causes of action, that are alleged in the Lawsuit or Plaintiffs’ LWDA letters, or reasonably could have been alleged in the Lawsuit based on the facts alleged in the Lawsuit including claims for failure to provide compliant meal and rest breaks, failure to pay for meal and rest break premium pay in lieu of providing compliant meal and rest breaks and at the correct rates paid for same, failure to pay overtime and double time wages and the correct rates paid for same, failure to pay minimum or regular wages for all hours worked, failure to pay timely wages during employment, failure to pay all earned and accrued wages to discharged/separated employees, failure to furnish accurate itemized wage statements, failure to maintain required payroll records, failure to provide written contracts to employees, unlawful deduction of wages, and failure to indemnify employees for business expenses in violation of Labor Code §§ 201, 202, 203, 204, 218, 218.6, 226, 226.7, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2699 *et seq.*, 2802, and 2804, Business and Professions Code § 17200, *et seq.*, or the Fair Labor Standard Act, which are premised on the same allegations.

The “Class Period” during which the release of Class Released Claims pertains is from March 2, 2018 through October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first.

All Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all Released Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Class Released Claims (other than those which arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*), then you must submit the “Request for Exclusion Form” accompanying this Notice. **If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claim.**

8. How Can I Not Participate In The Settlement?

To exclude yourself from the release of Class Released Claims you must submit a written request for exclusion. A Request for Exclusion Form has been sent to you along with this Notice. You must complete all information on the Request for Exclusion Form or submit a separate written request for exclusion that includes your name, address, signature, and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action similar to the following: I wish to exclude myself from the class action settlement reached in the matter of *Enomoto, et al. v. Siemens Industry, Inc.* I understand that by excluding myself I will not receive money from the class portion of the Settlement.”

Your Request for Exclusion Form or separate written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [Response Deadline]. **You cannot exclude yourself by phone.**

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Class Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Class Released Claims (except for Released Claims that arise under the Private Attorney General Act (California Labor Code sections 2698 *et seq.*)).

If you do not submit a written request for exclusion but do not cash the settlement check that you receive, you **will not be** excluded from the release of Class Released Claims. You must submit a written request for exclusion if you wish to be excluded from the release of Class Released Claims.

9. If I Don't Exclude Myself, Can I Sue Defendants For The Same Thing Later?

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

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between March 2, 2018 through October 27, 2024 or the date in which the number of qualifying workweeks reaches 45,314, whichever occurs first, you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved Lebe Law, APLC as Class Counsel. The firm's contact information is as follows:

LEBE LAW, APLC
Jonathan M. Lebe
Melissa M. Kurata
Brielle D. Edborg
Jon@lebelaw.com
Melissa@lebelaw.com
Brielle@lebelaw.com
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021
Telephone: (213) 444-1973

Class Counsel will ask the Court for attorneys' fees of up to \$1,833,333.33 and reimbursement of litigation cost/expenses of up to \$35,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you can either mail your objection to the Settlement Administrator no later than [Response Deadline], or you may orally voice your objections at the Court's Fairness Hearing. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection. Plaintiffs and Defendant will be permitted to respond in writing to any such written Objections no later than seven (7) calendar days before the Final Approval hearing.

13. What Is The Difference Between Objecting And Excluding?

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

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [] at the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612 in Department 16.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at []. The Settlement Administrator's website will also contain important information about the case, including if the Final Approval Hearing is rescheduled.

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Class Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant

or the other Released Parties about the Class Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. Cashing your settlement check acknowledges your agreement to release the FLSA claims and your waiver of any rights to pursue further FLSA claims related to the matters addressed in this case. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This notice summarizes the proposed Settlement. More details are in the Agreement. You can get a copy of the Agreement by viewing the Settlement located on the Settlement Administrator's website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel. You may also review the documents that have been filed in this matter with the Court (for a fee) on the Court's website: <https://www.slo.courts.ca.gov/self-help/civil-appeals/getting-copies-court-files>.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

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

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