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Attorneys for Defendant KEYSIGHT TECHNOLOGIES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO -- GORDON D. SCHABER COURTHOUSE

LOUIS MABRA, individually, and on behalf of all
 others similarly situated,

Plaintiff,

v.

KEYSIGHT TECHNOLOGIES, INC., a Delaware
 corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No. 34-2022-00314127-CU-OE-GDS

*Assigned for all purposes to the Honorable Jill
 Talley, Department 27*

CLASS AND REPRESENTATIVE ACTION

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

PAGA Notice Case No.
 LWDA-CM-862181-22:
 Action Filed:
 Answer Filed:
 FAC Filed:
 Trial Date:

January 11, 2022
 January 19, 2022
 March 4, 2022
 July 13, 2022
 None Set

IT IS HEREBY STIPULATED, by and between Plaintiff Louis Mabra (“Plaintiff”), individually and on behalf of the Class Members (as defined below), and Defendant Keysight Technologies, Inc. (“Defendant”), and subject to the approval of the Court, that the Action (as defined below) is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims (“Agreement”) and that the Court shall make and enter judgment subject to the definitions, recitals, and terms set forth herein, which by this reference become an integral part of this Agreement.

I. DEFINITIONS

- A. “Action” or “Lawsuit” means the civil action entitled *Louis Mabra v. Keysight Technologies, Inc.*, filed on January 19, 2022, in the Sacramento County Superior Court, and assigned Case No. 34-2022-00314127-CU-OE-GDS.
- B. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims.
- C. “Class” or “Class Members” means all current and former hourly paid, non-exempt employees of Defendant who worked for Defendant in California at any time from January 19, 2018 through December 31, 2023, or if any such person is incompetent, deceased, or unavailable due to military service, his or her legal representative or successor in interest, evidenced by reasonable verification.
- D. “Class Counsel” means the attorneys of record for the Class Representative and Class Members, including Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C., 1055 West Seventh Street, Suite 1880, Los Angeles, California, 90017.
- E. “Class Counsel Costs Award” means the amount allocated to Class Counsel for reimbursement of the reasonable attorneys’ expenses they incurred to prosecute the Action, subject to Court-approval and paid from the Maximum Settlement Amount.
- F. “Class Counsel Fees Award” means the amount allocated to Class Counsel for reimbursement of the reasonable attorneys’ fees they incurred to prosecute the Action, subject to Court-approval and paid from the Maximum Settlement Amount.

- 1 G. "Class Data" means Class Member identifying information that Defendant will compile
2 from its available electronic records and provide to the Settlement Administrator. The Class
3 Data shall be formatted as a Microsoft Excel spreadsheet and shall include, to the extent
4 such information is in Defendant's currently available electronic timekeeping and payroll
5 systems: (i) each Class Member's full name; (ii) each Class Member's last known address;
6 (iii) each Class Member's last known telephone number; (iv) each Class Member's Social
7 Security number; (v) the number of days actually worked by each Class Member during the
8 Class Period; and (vi) the Class Member's termination date, if any.
- 9 H. "Class Payment Ratio" means the respective Qualified Workweeks for each Settlement
10 Class Member divided by the total Qualified Workweeks for all Settlement Class
11 Members.
- 12 I. "Class Period" means the period from January 19, 2018 through December 31, 2023.
- 13 J. "Class Representative Service Award" means the amount allocated to the Class
14 Representative for his efforts and risks in assisting with the prosecution of the Action and
15 in exchange for his General Release of Defendant, subject to Court-approval and paid from
16 the Maximum Settlement Amount.
- 17 K. "Class Representative" means the named Plaintiff in this Lawsuit, Louis Mabra.
- 18 L. "Court" means the Superior Court for the State of California, County of Sacramento.
- 19 M. "Defendant" means Keysight Technologies, Inc.
- 20 N. "Defense Counsel" means the attorneys of record for Defendant, including Evan Moses of
21 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 400 South Hope Street, Suite 1200, Los
22 Angeles, California 90071 and Jade Butman of Ogletree, Deakins, Nash, Smoak & Stewart,
23 P.C., One Embarcadero Center, Suite 900, San Francisco, California 94111.
- 24 O. "Effective Date" means the later of the following: (i) if no valid objections to the
25 Settlement are filed or if all valid objections to the Settlement are withdrawn, then the date
26 the Court enters a Judgment Granting Final Approval; (ii) if a valid objection to the
27 Settlement is filed, then the date the time expires to file an appeal of the Court's Judgment
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1 Granting Final Approval; or (iii) if a valid objection to the Settlement is filed and a Notice
2 of Appeal of the Court's Judgment Granting Final Approval is timely filed, then the date
3 the appeal is finally resolved, if Final Approval is unaffected.

4 P. "Final Approval Order" means the Court's Order Granting Final Approval of the Class
5 Action Settlement.

6 Q. "Individual Class Payments" means the amounts payable from the Net Settlement Amount
7 to each Settlement Class Member as described in Paragraph III(N)(2)(a)(i).

8 R. "Individual PAGA Payments" means the amounts payable from the PAGA Settlement
9 Amount to each PAGA Member as described in Paragraph III(N)(2)(a)(ii).

10 S. "Individual Settlement Payment" means the amount payable from the Net Settlement
11 Amount to each Class Member, calculated as the sum of: (1) that individual's Individual
12 Class Payment, if any; and (2) that individual's Individual PAGA Payment.

13 T. "Individual Wrongful Termination Action" shall mean, the civil wrongful termination
14 action brought by Plaintiff, individually, and on behalf of himself only, which is entitled
15 *Louis Mabra v. Keysight Technologies, Inc.*, and was filed on July 22, 2022, in the
16 Sacramento County Superior Court, and assigned Case No. 34-2022-00324014-CU-WT-
17 GDS.

18 U. "LWDA Payment" means the amount payable from the PAGA Settlement Amount to the
19 California Labor and Workforce Development Agency ("LWDA") as described in
20 Paragraph I(BB).

21 V. "Maximum Settlement Amount" means the total and maximum amount Defendant shall
22 pay under this Agreement, except as provided in Paragraph III(N) and except that
23 Defendant shall be separately responsible for legally required employer's payroll taxes on
24 the wage portion of the Individual Class Payments. The Maximum Settlement Amount is
25 \$3,000,000.00 and shall include all payments contemplated by this Agreement without
26 exception.

- 1 W. “Net Settlement Amount” means the Maximum Settlement Amount less the Individual
2 PAGA Payments, LWDA Payment, Class Counsel Costs Award, Class Counsel Fees
3 Award, Class Representative Service Award, and Settlement Administration Costs.
- 4 X. “Notice Packet” means the Court-approved Notice of Class and PAGA Action Settlement
5 to be mailed to Class Members in English and Spanish, substantially in the form attached to
6 this Settlement Agreement as **Exhibit A** and incorporated by reference herein.
- 7 Y. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
8 California Labor Code sections 2698, et. seq.
- 9 Z. “PAGA Members” means all current and former hourly paid, non-exempt employees of
10 Defendant who worked for Defendant in California at any time from January 11, 2021
11 through December 31, 2023.
- 12 AA. “PAGA Member Fund” means the amount payable from the PAGA Settlement Amount to
13 the PAGA Members.
- 14 BB. “PAGA Payment Ratio” means the respective Qualified PAGA Workweeks for each
15 PAGA Member divided by the total Qualified PAGA Workweeks for all PAGA Members.
- 16 CC. “PAGA Period” means the period from January 11, 2021 through December 31, 2023.
- 17 DD. “PAGA Settlement Amount” means the total amount of the Maximum Settlement Amount
18 allocated to the resolution of claims under the California Labor Code Private Attorneys
19 General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.). The PAGA Settlement Amount is
20 \$200,000.00 and shall be allocated as follows: (1) Seventy-Five Percent (75%), or Seventy-
21 Five Thousand Dollars (\$150,000.00) to the LWDA (the “LWDA Payment”), and (2)
22 Twenty-Five Percent (25%), or Twenty-Five Thousand Dollars (\$50,000.00) to the PAGA
23 Members (“PAGA Member Fund”). The PAGA Member Fund will be distributed to
24 PAGA Members as Individual PAGA Payments, even if they request to be excluded from
25 the settlement of class claims.
- 26 EE. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either Plaintiff or
27 Defendant, individually.
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- 1 FF. "Plaintiff" shall mean the named Plaintiff in this Action, Louis Mabra.
- 2 GG. "Preliminary Approval Date" means the date the Court enters an Order Granting
- 3 Preliminary Approval of the Settlement.
- 4 HH. "Qualified Settlement Fund" means the qualified settlement fund set up by the Settlement
- 5 Administrator into which the Maximum Settlement Amount shall be deposited and from
- 6 which disbursements shall be made.
- 7 II. "Qualified Workweeks" means the number calculated by: (a) determining the total number
- 8 of days (as reflected in the Class Data) that Class Members performed work in California in
- 9 an hourly-paid, non-exempt position for Defendant from January 19, 2018 through
- 10 December 31, 2023; and (b) dividing that number by seven.
- 11 JJ. "Qualified PAGA Workweeks" means the number calculated by: (a) determining the total
- 12 number of days (as reflected in the Class Data) that PAGA Members performed work in
- 13 California in an hourly-paid, non-exempt position for Defendant from January 11, 2021
- 14 through December 31, 2023; and (b) dividing that number by seven.
- 15 KK. "Released Class Claims" means all causes of action raised or that were or reasonably could
- 16 have been raised in the Complaint based on the facts, legal theories, and causes of action
- 17 alleged in the Complaint for the period from January 19, 2018 through December 31, 2023,
- 18 inclusive, including all of the following claims for relief: (a) failure to pay all wages due
- 19 (including, but not limited to, minimum, straight time, overtime, double time, premium
- 20 wages; sick pay; and unpaid wages as a result of the miscalculation of the regular rate of
- 21 pay and/or off the clock work); (b) failure to provide proper meal breaks or proper meal
- 22 premiums in lieu thereof; (c) failure to provide proper rest breaks or proper rest premiums
- 23 in lieu thereof; (d) failure to reimburse or indemnify for business expenses; (e) failure to
- 24 timely pay final wages at or after termination; (f) failure to timely pay wages during
- 25 employment; (g) failure to provide accurate itemized wage statements; (h) failure to
- 26 maintain accurate business records; (i) failure to properly pay vacation wages in violation
- 27 of Labor Code section 227.3; (j) any other claims or penalties under the wage and hour
- 28

laws pleaded in the Action; and (k) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under said causes of action under California and federal law, to the extent permissible, including, but not limited to, the California Labor Code as to the facts and/or legal theories alleged in the Action, the applicable Wage Orders as to the facts and legal theories alleged in the Action, and the California Unfair Competition Law. The period of the Class Release shall extend to the limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of the Release. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiff or Class Members may discover new facts, legal theories, or legal arguments not alleged in the operative Complaint but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims.

LL. "Released PAGA Claims" means all claims for civil penalties under PAGA that were or reasonably could have been raised in the Complaint based upon the facts, legal theories, and causes of action alleged in the Complaint for the period from January 11, 2021 to December 31, 2023, including all of the following claims for relief: (a) failure to pay all wages due (including, but not limited to, minimum, straight time, overtime, double time, and meal and rest break premium wages; sick pay; and unpaid wages as a result of the miscalculation of the regular rate of pay and/or off the clock work); (b) failure to provide proper meal breaks or proper meal premiums in lieu thereof; (c) failure to provide proper rest breaks or proper rest premiums in lieu thereof; (d) failure to reimburse or indemnify for business expenses; (e) failure to timely pay final wages at or after termination; (f) failure to timely pay wages during employment; (g) failure to provide accurate itemized wage statements; (h) failure to maintain accurate business records; (i) failure to properly pay vacation wages in violation of Labor Code section 227.3; (j) any other claims for civil penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest, attorneys' fees and costs, and other amounts recoverable under PAGA

1 based on the facts and/or legal theories alleged in the Action. The period of the PAGA
2 Release shall extend to the limits of the PAGA Period. The *res judicata* effect of the
3 Judgment will be the same as that of the Release. The definition of Released PAGA Claims
4 shall not be limited in any way by the possibility that Plaintiff or Class Members may
5 discover new facts, legal theories, or legal arguments not alleged in the operative
6 Complaint but which might serve as an alternative basis for pursuing the same claims,
7 causes of action, or legal theories of relief falling within the definition of Released PAGA
8 Claims.

9 MM. “Released Parties” shall mean Defendant Keysight Technologies, Inc. and all of its past,
10 present and/or future, direct and/or indirect, subsidiaries, parents, divisions, joint venturers,
11 predecessors, successors, insurers, assigns, consultants, subcontractors, their employee
12 benefit plans and the trustees, fiduciaries, and administrators of those plans, and any of
13 their current or former employees, officers, directors, servants, agents, investors,
14 representatives, attorneys, executors, administrators, and assigns, and all persons acting
15 under, by, through, or in concert with any of them, and each of them.

16 NN. “Request for Exclusion” means the formal request to be excluded from the Settlement as
17 described in detail in Paragraph II(M)(7).

18 OO. “Response Deadline” means the date forty-five (45) days after the Settlement
19 Administrator mails the Notice Packets to Class Members and the last date on which Class
20 Members may timely submit a Request for Exclusion or Objection to the Settlement.

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

22 QQ. “Settlement Administrator” means ILYM Group, Inc.

23 RR. “Settlement Class” or “Settlement Class Members” means all Class Members that do not
24 submit a valid Request for Exclusion. Settlement Class Members will release all of the
25 Released Class Claims and be bound by all terms of the Settlement and any final judgment
26 entered in this Action.

II. RECITALS

- A. Class Certification. The Parties stipulate and agree to certification of the Class for purposes of this Settlement only. This Agreement is subject to the approval of the Court and is made for the sole purpose of consummating settlement of the Action. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately decertified, subject to further proceedings on motion of any party to certify or deny certification thereafter. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.
- B. Procedural History. On January 19, 2022, Plaintiff filed a putative class action Complaint asserting claims against Defendant for alleged violations of the California Labor Code, including failure to pay minimum wages and overtime compensation, failure to provide proper meal periods or premium payments in lieu thereof, failure to provide rest breaks or premium payments in lieu thereof, failure to indemnify necessary business expenses, failure to timely pay wages, failure to timely pay final wages, and failure to provide complete, accurate, or properly formatted wage statements; and for restitution under California Business & Professions Code sections 17200, et seq., interest, and attorneys' fees and costs. On July 13, 2022, Plaintiff filed an amended class and representative action complaint ("operative Complaint") asserting an additional claim against Defendant for civil penalties under PAGA. The action was filed in the Superior Court of California, in and for the County of Sacramento, and was assigned Case Nnumber 34-2022-00314127-CU-OE-GDS. On July 22, 2022, Plaintiff filed a separate wrongful termination action (the "Individual Wrongful Termination Action") against Defendant in the Sacramento County Superior Court, and was assigned Case No. 34-2022-00324014-CU-WT-GDS. The

1 Individual Wrongful Termination Action has been resolved separately via an independent
2 settlement agreement.

3 C. Mediation. On August 15, 2023, the Parties participated in a private mediation with Jeff
4 Krivis, a well-respected mediator with considerable experience mediating wage and hour
5 class actions. Mediation took place only after the Parties exchanged extensive informal
6 mediation data. The mediation and subsequent negotiations resulted in the Settlement
7 described herein to resolve this Action in its entirety.

8 D. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
9 expense and length of continued proceedings necessary to litigate their disputes through
10 trial and any possible appeals. Plaintiff has also taken into account the uncertainty and risk
11 of the outcome of further litigation and the difficulties and delays inherent in such
12 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
13 establish liability for the claims asserted in the Action, both generally and in response to
14 Defendant's defenses thereto, and the difficulties in establishing damages for the Class
15 Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the
16 terms set forth in this Agreement represent a fair, adequate and reasonable settlement and
17 are in the best interests of the Class Members.

18 E. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of
19 this litigation would be protracted and expensive for all Parties. Substantial amounts of
20 Defendant's time and resources have been and, unless this Settlement is made, will
21 continue to be devoted to the defense of the claims asserted by Plaintiff and the Class
22 Members. Defendant has also taken into account the risks of further litigation in reaching
23 its decision to enter into this Settlement. Despite continuing to contend that it is not liable
24 for any of the claims set forth by Plaintiff, Defendant has, nonetheless, agreed to settle in
25 the manner and upon the terms set forth in this Agreement to put to rest the claims as set
26 forth in the Action.

1 F. Defendant's Defenses. Defendant claims that Plaintiff's allegations have no merit and do
2 not give rise to liability. This Agreement is a compromise of disputed claims. The monies
3 being paid as part of the settlement are genuinely disputed, and the Parties agree that the
4 provisions of Labor Code section 206.5 are not applicable to this Settlement. Nothing
5 contained in this Agreement, no documents referred to herein, and no action taken to carry
6 out this Agreement may be construed or used as an admission by or against Defendant as to
7 the merits or lack thereof of the claims asserted.

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration by Defendant. Defendant shall pay no more than the Maximum
10 Settlement Amount under this Agreement, except as provided in Paragraph III(N) and
11 except that Defendant shall be separately responsible for legally required employer's
12 payroll taxes on the wage portion of the Individual Class Payments.

13 B. Release of Class Claims. All Settlement Class Members will be bound by a release of all
14 claims and causes of action falling within the definition of "Released Class Claims,"
15 whether known or unknown and irrespective of the factual or legal basis for such claims.
16 However, to be clear, the scope of the Release of Class Claims is limited to the Released
17 Class Claims. Plaintiff and the Settlement Class Members may hereafter discover facts or
18 legal arguments in addition to or different from those they now know or currently believe
19 to be true with respect to the claims, causes of action and legal theories of recovery in this
20 Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the
21 scope or definition of the Released Class Claims, and by virtue of this Agreement, Plaintiff
22 and the Settlement Class Members shall be deemed to have, and by operation of the Final
23 Judgment approved by the Court, shall have, fully, finally, and forever settled and released
24 all of the Released Class Claims. The Parties understand and specifically agree that the
25 scope of the Release of Class Claims is a material part of the consideration for this
26 Agreement; was critical in justifying the agreed-upon economic value of this Settlement,
27 and without it, Defendant would not have agreed to the consideration provided; and is
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1 narrowly drafted and necessary to ensure that Defendant is obtaining peace of mind
2 regarding the resolution of claims that were or could have been alleged based on the facts,
3 causes of action and legal theories contained in the operative Complaint.

4 C. Release of PAGA Claims. No PAGA Members may opt out of the Settlement. The
5 LWDA, the State of California, and all PAGA Members will be bound by a release of all
6 claims and causes of action falling within the definition of “Released PAGA Claims,”
7 whether known or unknown and irrespective of the factual or legal basis for such claims.
8 However, to be clear, the scope of the Release of PAGA Claims is limited to the Released
9 PAGA Claims. Plaintiff and the PAGA Members may hereafter discover facts or legal
10 arguments in addition to or different from those they now know or currently believe to be
11 true with respect to the claims, causes of action and legal theories of recovery in this
12 Action. Regardless, the discovery of new facts or legal arguments shall in no way limit the
13 scope or definition of the Released PAGA Claims, and by virtue of this Agreement, the
14 LWDA, the State of California, and all PAGA Members shall be deemed to have, and by
15 operation of the Final Judgment approved by the Court, shall have, fully, finally, and
16 forever settled and released all of the Released PAGA Claims. The Parties understand and
17 specifically agree that the scope of the Release of PAGA Claims is a material part of the
18 consideration for this Agreement; was critical in justifying the agreed-upon economic value
19 of this Settlement, and without it, Defendant would not have agreed to the consideration
20 provided; and is narrowly drafted and necessary to ensure that Defendant is obtaining peace
21 of mind regarding the resolution of claims that were or could have been alleged based on
22 the facts, causes of action and legal theories contained in the operative Complaint.

23 D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth in
24 this Agreement, Plaintiff, for himself and his heirs, successors and assigns, hereby waives,
25 releases, acquits and forever discharges the Released Parties from any and all claims,
26 actions, charges, complaints, grievances and causes of action, of whatever nature, whether
27 known or unknown, which exist or may exist on Plaintiff’s behalf as of the date of this
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1 Agreement, including, but not limited to, any and all tort claims, contract claims, wage
2 claims, wrongful termination claims, disability claims, benefit claims, public policy claims,
3 retaliation claims, statutory claims, personal injury claims, emotional distress claims,
4 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and
5 any and all claims arising under any federal, state or other governmental statute, law,
6 regulation or ordinance, including, but not limited to, claims for violation of the Fair Labor
7 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
8 Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act,
9 the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
10 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and
11 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
12 Whistleblower Protection Act, California Business & Professions Code sections 17200 et
13 seq., and any and all claims arising under any federal, state or other governmental statute,
14 law, regulation or ordinance. Plaintiff hereby expressly waives and relinquishes any and all
15 claims, rights or benefits that he may have under California Civil Code section 1542, which
16 provides as follows: "*A general release does not extend to claims that the creditor or*
17 *releasing party does not know or suspect to exist in his or her favor at the time of executing*
18 *the release and that, if known by him or her, would have materially affected his or her*
19 *settlement with the debtor or released party.*" Plaintiff may hereafter discover claims or
20 facts in addition to, or different from, those which they now know or believe to exist, but he
21 expressly agrees to fully, finally and forever settle and release any and all claims against
22 the Released Parties, known or unknown, suspected or unsuspected, which exist or may
23 exist on behalf of or against the other at the time of execution of this Agreement, including,
24 but not limited to, any and all claims relating to or arising from Plaintiff's employment with
25 Defendant. The Parties further acknowledge, understand and agree that this representation
26 and commitment is essential to the Agreement and that this Agreement would not have
27 been entered into were it not for this representation and commitment.
28

1 E. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3 1. The complete execution of this Agreement by all entities identified;
- 4 2. The Court enters an Order Granting Preliminary Approval of the Settlement;
- 5 3. The Court enters an Order and Final Judgment Granting Final Approval of the
6 Settlement;
- 7 4. The Effective Date occurs; and
- 8 5. Defendant does not invoke its right to revoke the Settlement as described in
9 Paragraph III(R).

10 F. Nullification of Settlement Agreement. In the event this Settlement Agreement is not
11 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
12 withdrawn or materially modified by the Court, or in any way prevents or prohibits
13 Defendant from obtaining a complete resolution of the claims as described herein:

- 14 1. This Settlement Agreement shall be void ab initio and of no force or effect, and
15 shall not be admissible in any judicial, administrative or arbitral proceeding for any
16 purpose or with respect to any issue, substantive or procedural;
- 17 2. The conditional class certification (obtained for purposes of this Settlement) shall
18 be void ab initio and of no force or effect, and shall not be admissible in any
19 judicial, administrative or arbitral proceeding for any purpose or with respect to any
20 issue, substantive or procedural; and
- 21 3. None of the Parties to this Settlement will be deemed to have waived any claims,
22 objections, defenses or arguments in the Action, including with respect to the issue
23 of class certification.

24 G. Certification of the Settlement Class. The Parties stipulate to conditional class certification
25 of the Class for the Class Period only for purposes of settlement and only as follows:

- 26 1. Plaintiff shall be appointed as Class Representative;
 - 27 2. Moon Law Group, P.C. shall be appointed Class Counsel; and
- 28

3. In the event this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or materially modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for purposes of this Settlement) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members, PAGA Members, Plaintiff, and Class Counsel understand and agree that they will be responsible for the payment of any taxes and penalties assessed on payments they receive pursuant to the Settlement and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to

any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies, regardless of whether such limitation is legally binding, upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Preliminary Approval of the Class Action Settlement and supporting papers, which shall include this Settlement Agreement.

K. Settlement Administrator. By accepting the role as Settlement Administrator, the ILYM Group, Inc. is bound to all of the terms, conditions and obligations described in this Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and exclusive responsibility for: calculating Qualified Workweeks and Qualified PAGA Workweeks; calculating Individual Class Payments and Individual PAGA Payments; processing and mailing payments to the Class Representative, Class Counsel, LWDA, Settlement Class Members and/or PAGA Members; printing and mailing the Notice Packets to the Class Members, as directed by the Court; receiving and reporting objections, opt outs, Requests for Exclusion, and Notices of Objection; deducting all legally required taxes from Individual Class Payments; distributing tax forms; processing and mailing any tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of Preliminary and/or Final Approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator's responsibilities. Defendant and Defense Counsel shall have no responsibility for validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant and Defense Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Individual Settlement Payments or any other distribution of monies contemplated by this Agreement.

1 L. Notice Procedure.

2 1. Class Data. The Class Data shall be maintained in strict confidence. The
3 Settlement Administrator shall not provide the Class Data to Class Counsel or
4 Plaintiff or any third party absent advance written authorization from Defense
5 Counsel. The Settlement Administrator shall not use the Class Data or any
6 information contained therein for any purpose other than to administer this
7 Settlement. Defendant shall provide the Settlement Administrator with the Class
8 Data for purposes of preparing and mailing Notice Packets to Class Members. This
9 shall take place within fourteen (14) calendar days of the Preliminary Approval
10 Date.

11 2. Notice Packets.

12 a) The Notice of Class and PAGA Action Settlement mailed out to Class
13 Members (the "Notice Packet") shall be in a form substantially similar to
14 the form attached hereto as Exhibit A. The Notice Packet shall inform
15 Class Members to keep the Settlement Administrator apprised of their
16 current mailing addresses, to which their Individual Settlement Payments
17 will be mailed following the Effective Date.

18 b) The Notice of Class and PAGA Action Settlement shall set forth the: (1)
19 release to be given by Settlement Class Members; and (2) release to be
20 given by all PAGA Members.

21 c) The Notice Packet shall be individualized by inclusion of the Class
22 Member's number of Qualified Workweeks and number of Qualified
23 PAGA Workweeks, and the Settlement Administrator's calculation of the
24 Class Members' estimated Individual Settlement Payments.

25 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
26 Administrator will perform a search based on the National Change of Address
27 Database to update and correct any known or identifiable address changes. No later
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1 than fourteen (14) calendar days after receiving the Class Data from Defendant as
2 provided herein, the Settlement Administrator shall mail copies of the Notice
3 Packet to all Class Members via regular First Class U.S. Mail. The Settlement
4 Administrator shall exercise its best judgment to determine the current mailing
5 address for each Class Member. The address identified by the Settlement
6 Administrator as the current mailing address shall be presumed to be the best
7 mailing address for each Class Member.

- 8 4. Undeliverable Notices. Any Notices of Class and PAGA Action Settlement
9 returned to the Settlement Administrator as non-delivered on or before the
10 Response Deadline shall be re-mailed to the forwarding address affixed thereto. If
11 no forwarding address is provided, the Settlement Administrator shall promptly
12 attempt to determine a correct address by lawful use of skip-tracing, or other search
13 using the name, address and/or Social Security number of the Class Member
14 involved, and shall then perform a re-mailing, if another mailing address is
15 identified by the Settlement Administrator. In addition, if any Notice Packets
16 addressed to Class Members who are currently employed by Defendant are returned
17 to the Settlement Administrator as non-delivered and no forwarding address is
18 provided, the Settlement Administrator shall notify Defendant. Defendant will
19 request that the currently employed Class Member provide a corrected address and
20 transmit to the Administrator any corrected address provided by the Class Member.
21 Class Members who received a re-mailed Notice Packet shall have their Response
22 Deadline extended fifteen calendar (15) days from the original Response Deadline.
- 23 5. Disputes Regarding Individual Settlement Payments. Class Members will have the
24 opportunity, should they disagree with the estimated number of Qualified
25 Workweeks or Qualified PAGA Workweeks stated on their Notice Packet, to
26 provide documentation and/or an explanation to show contrary calculations. If
27 there is a dispute, the Settlement Administrator will consult with the Parties to
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determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for an amount of any Individual Settlement Payment shall be binding upon the Settlement Class Member, PAGA Members, and Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Requests for Exclusion.

a) The Notice of Class and PAGA Action Settlement contained in the Notice Packet shall state that: (1) Class Members who wish to exclude themselves from the Settlement of Class Claims must submit a valid Request for Exclusion by the Response Deadline; and (2) PAGA Members shall not have the right to exclude themselves from the Settlement of PAGA Claims. A valid Request for Exclusion must (1) contain the name, address, and last four digits of the Social Security number and/or Employee ID number of the Class Member requesting exclusion; (2) be signed by the Class Member; (3) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action portion of the lawsuit entitled *Mabra v. Keysight Technologies, Inc.*, Case No. 34-2022-00314127, filed in the Superior Court of California, County of Sacramento. I understand that by requesting to be excluded from the Settlement, I will receive no money from the class action portion of the Settlement described in this Notice."

b) The Request for Exclusion will not be valid if (1) it is not timely submitted, (2) if it is not signed by the Class Member, or (3) if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Class Members who fail to submit a valid Request for Exclusion on or before the Response Deadline shall be Settlement Class Members bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.

c) Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any Individual Class Payment, will not be bound by the Release of Class Claims, and will not have any right to object, appeal or comment on the Settlement. However, PAGA Members who request to be excluded from any aspect of this Settlement will remain bound by the Release of PAGA Claims. Nothing in this Agreement will constitute or be construed as a waiver of any defense that Defendant or the Released Parties have or could assert against anyone who timely serves a Request for Exclusion.

d) No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have submitted valid Requests for Exclusion.

e) At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for Exclusion from the Settlement.

8. Objections.

a) The Notice of Class and PAGA Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Class

1 Action portion of the Settlement must mail to the Settlement Administrator
2 a written statement of objection (“Notice of Objection”) by the Response
3 Deadline. This deadline will be extended by fifteen (15) calendar days for
4 any Class Member whose Notice Packet is returned as undeliverable and
5 skip trace procedures are performed, as provided in Paragraph 4 above. The
6 postmark date of mailing shall be deemed the exclusive means for
7 determining that a Notice of Objection was timely served.

8 b) Class Members who submit a timely Notice of Objection will have a right
9 to appear at the Final Approval/Settlement Fairness Hearing in order to have
10 their objections heard by the Court. The Notice of Objection must be
11 signed by the Settlement Class Member and state: (1) the case name and
12 number; (2) the name of the Settlement Class Member; (3) the address of
13 the Settlement Class Member; (4) the last four digits of the Settlement Class
14 Member’s Social Security number and/or Employee ID number; (4) the
15 basis for the objection; and (5) if the Settlement Class Member intends to
16 appear at the Final Approval/Settlement Fairness Hearing. Class Members
17 who fail to make objections in the manner specified above shall be deemed
18 to have waived any objections and shall be foreclosed from making any
19 objections (whether by appeal or otherwise) to the Settlement.

20 c) At no time shall any of the Parties or their counsel seek to solicit or
21 otherwise encourage Class Members to file or serve written objections to
22 the Settlement or appeal from the Order and Final Judgment.

23 d) Class Members who submit a valid Request for Exclusion are not entitled to
24 object to the Settlement. In the event a Class Member submits both a
25 Request for Exclusion and Notice of Objection, the Request for Exclusion
26 will be invalid, while the Notice of Objection will remain valid.

- 1 e) The Settlement Administrator shall send all objections to Class Counsel and
2 Defense Counsel. Class Counsel will be responsible for filing the Notices of
3 Objection with the Court in advance of the Final Approval Hearing.
4 Plaintiff and/or Defendant may file oppositions to any properly submitted
5 Notices of Objection no later than nine (9) court days prior to the date of the
6 Final Approval/Settlement Fairness Hearing.
- 7 f) Defendant shall not be responsible for the fees, costs, or expenses incurred
8 by Plaintiff, Class Counsel or Class Members arising from or related to any
9 objection to the Settlement Agreement or related to any appeals thereof.

10 M. Funding and Allocation of the Maximum Settlement Amount. Upon satisfaction of the
11 preconditions described in this Settlement, and pursuant to the timeline and instructions
12 below, Defendant will deposit the Maximum Settlement Amount into a Qualified Settlement
13 Fund to be established by the Settlement Administrator. In no event shall Defendant be
14 responsible for any payments in excess of the Maximum Settlement Amount, except as
15 provided in Paragraph III(N).

- 16 1. Funding Due Date. No later than ten (10) business days after the Effective Date,
17 Defendant shall provide the Maximum Settlement Amount to the Settlement
18 Administrator to fund the Settlement as set forth in this Agreement.
- 19 2. Individual Settlement Payments. Individual Settlement Payments shall be paid
20 pursuant to the formula set forth herein.

- 21 a) Calculation of Individual Settlement Payments. Individual Settlement
22 Payments include: (1) a payment from the Net Settlement Amount (unless
23 the Settlement Class Member requests to be excluded); and, (2) a payment
24 from the PAGA Settlement Amount. Each are described below.

- 25 i. Payment from the Net Settlement Amount.

26 Using the Class Data, the Settlement Administrator will calculate
27 the total Qualified Workweeks for all Settlement Class Members.
28

1 The respective Qualified Workweeks for each Settlement Class
2 Member will be divided by the total Qualified Workweeks for all
3 Settlement Class Members, resulting in the Class Payment Ratio for
4 each Settlement Class Member. Each Settlement Class Member's
5 Class Payment Ratio will then be multiplied by the Net Settlement
6 Amount to calculate each Settlement Class Member's estimated
7 Individual Class Payment. Individual Class Payments will be
8 provided only to those individuals who satisfy the definition of
9 Settlement Class Members. Each Individual Class Payment will be
10 reduced by any legally mandated employee tax withholdings (e.g.,
11 employee payroll taxes, etc.).

12 ii. Payment from the PAGA Settlement Amount.

13 Using the Class Data, the Settlement Administrator will calculate
14 the total Qualified PAGA Workweeks for all PAGA Members. The
15 respective Qualified PAGA Workweeks for each PAGA Member
16 will be divided by the total Qualified PAGA Workweeks for all
17 PAGA Members, resulting in the PAGA Payment Ratio for each
18 PAGA Member. Each PAGA Member's PAGA Ratio will then be
19 multiplied by the PAGA Member Fund to calculate each PAGA
20 Member's Individual PAGA Payment. PAGA Members cannot
21 exclude themselves from this portion of the Settlement.

- 22 b) Tax Allocation. For tax purposes, Individual Class Payments shall be
23 allocated and treated as follows: 20% as wages subject to IRS Form W-2
24 reporting and applicable taxes/withholdings, and 80% as penalties and
25 interest for which an IRS Form 1099 will be issued. For tax purposes,
26 Individual PAGA Payments shall be treated entirely as penalties for which
27 an IRS Form 1099 will be issued.
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1 c) Mailing. Individual Settlement Payments shall be mailed by regular First
2 Class U.S. Mail to Class Members' last known mailing address no later than
3 twenty-five (25) calendar days after the Effective Date.

4 d) Uncashed Checks. Any checks issued to Class Members shall remain valid
5 for one hundred and eighty (180) days from the date of their issuance. In
6 the event an Individual Settlement Payment check has not been cashed
7 within one hundred and eighty (180) days, pursuant to California Code of
8 Civil Procedure section 384, the unpaid residue shall be tendered to the
9 California State Controller's Unclaimed Property Fund in the name of the
10 Class Members who do not cash their settlement checks. If the amounts
11 related to uncashed settlement checks cannot be tendered to the Unclaimed
12 Property Fund, the Parties will mutually agree to an alternative cy pres
13 recipient option. The Parties agree that this disposition results in no "unpaid
14 residue" under California Civil Procedure Code section 384, as the entire
15 Net Settlement Amount and PAGA Member Fund will be paid out whether
16 or not all recipients cash their Individual Settlement Payment checks.
17 Therefore, Defendant will not be required to pay any interest on said
18 amount.

19 e) The Settlement Administrator shall prepare a report regarding the
20 distribution plan pursuant to California Code Civil Procedure section 384,
21 including, but not limited to, the unused funds as set forth in this Paragraph,
22 and the report shall be presented to the Court by Class Counsel.

23 3. Class Representative Service Award.

24 a) Defendant agrees not to oppose or object to any application or motion by
25 Plaintiff for a Class Representative Service Award of up to ten thousand
26 dollars (\$10,000.00) to Plaintiff. The Class Representative Service Award
27 shall be in addition to the Plaintiff's Individual Settlement Payment as a
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Settlement Class and PAGA Member.

- b) The Settlement Administrator shall pay the Class Representative Service Award to Plaintiff from the Maximum Settlement Amount no later than twenty-five (25) calendar days after the Effective Date. Any portion of the requested Class Representative Service Award that is not awarded to the Class Representative shall become part of the Net Settlement Amount.
- c) The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative Service Award and shall hold harmless Defendant and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award.
- d) In the event the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke the Settlement, which will remain binding, and Plaintiff will not seek, request, or demand an increase in the Maximum Settlement Amount.

4. Class Counsel Costs Award and Class Counsel Fees Award.

- a) Defendant agrees not to oppose or object to any application or motion by Class Counsel for an award of attorneys' fees not to exceed thirty-three and one-third percent (33.33%) of the Maximum Settlement Amount (\$1,000,000.00), and an award of attorneys' costs not to exceed Twenty-Five Thousand dollars (\$25,000.00) from the Maximum Settlement Amount.
- b) Class Counsel, Plaintiff, the Class Members, and/or the PAGA Members will not apply to the Court for any payment of attorneys' fees and costs that are in addition to the foregoing. The Parties agree that, over and above the Court-approved Class Counsel Costs Award and Class Counsel Fees

1 Award, each of the Parties, including all Class Members, shall bear their
2 own fees and costs, including, but not limited to, those related to the
3 investigation, filing, prosecution, or settlement of the Action; the
4 negotiation, execution, or implementation of this Agreement; and/or the
5 process of obtaining, administering, or challenging an Order Granting
6 Preliminary Approval and/or Final Approval.

7 c) Any portion of the requested Class Counsel Costs Award and/or Class
8 Counsel Fees Award that is not awarded to Class Counsel shall be part of
9 the Net Settlement Amount and shall be distributed to Class Members as
10 provided in this Agreement.

11 d) The Settlement Administrator shall pay the Class Counsel Costs Award and
12 Class Counsel Fees Award to Class Counsel from the Maximum Settlement
13 Amount no later than twenty-five (25) calendar days after the Effective
14 Date.

15 e) Class Counsel shall be solely and legally responsible to pay all applicable
16 taxes on the payment made pursuant to this Paragraph. The Settlement
17 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for
18 the payments made pursuant to this Paragraph.

19 f) In the event that the Court reduces or does not approve the requested Class
20 Counsel Costs Award and/or Class Counsel Fees Award, Plaintiff and Class
21 Counsel shall not have the right to modify or revoke the Settlement, or to
22 appeal such order, and the Settlement will remain binding. Further, Plaintiff
23 or Class Counsel will not seek, request, or demand an increase in the
24 Maximum Settlement Amount.

25 5. LWDA Payment. The Settlement Administrator shall pay the LWDA Payment no
26 later than twenty-five (25) calendar days after the Effective Date. Class Counsel
27 will take all actions required by California Labor Code section 2699(l).
28

6. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. Settlement Administration Costs are estimated not to exceed Seventeen Thousand Dollars and Zero Cents (\$17,000.00). The Settlement Administrator shall be paid the Settlement Administration Costs no later than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement.

N. Escalator Provision. Defendant estimates that between January 1, 2019 and June 30, 2023 (the "Data Period"), there were approximately 177,004 workweeks in which Class Members recorded performing work as non-exempt, hourly employees in California ("Relevant Workweeks"). If, prior to the date of the Final Approval Order, the Parties agree that the actual number of Relevant Workweeks during the Data Period is more than ten percent (10%) above 177,004 (i.e., more than 194,705) Defendant will have the option to either: (a) increase the Maximum Settlement Amount by the percentage that the actual number of Relevant Workweeks exceeds 10% of the original estimate (e.g., if the total number of Relevant Workweeks is 11% above the original estimate, the Maximum Settlement Amount would be increased by 1%); or, (b) shorten the Class Period so that there is no increase above the 10% threshold.

O. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, to execute all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. As soon as practicable, after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's Preliminary and Final Approval of this Settlement Agreement. The Parties also agree to cooperate in the Settlement administration process. The Parties each represent 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. Class Counsel will also notify Defense Counsel if subpoenaed or upon receipt of any other request for documents or information regarding any other action filed or potential action against the Released Parties that covers or includes any Class Members, the Released Class Claims, or the Released PAGA Claims.

P. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to request the preliminary approval of the Settlement and the entry of a Preliminary Approval Order for: (i) conditional certification of the Class for settlement purposes only, (ii) preliminary approval of the proposed Agreement, and (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with his Motion for Preliminary Approval, Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and include the proposed Notice Packet, which shall include the proposed Notice of Class and PAGA Action Settlement. Plaintiff shall provide a courtesy draft of all papers filed in support of preliminary approval to Defense Counsel at least seven (7) business days before filing the documents.

Q. Final Approval Motion. At the earliest practicable time following the expiration of the Response Deadline, Plaintiff shall file with the Court a Motion for Order Granting Final Approval and Entering Judgment, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, Class Counsel Costs Award, Class Counsel Fees Award, LWDA Payment, and Settlement Administration Costs.

1. Declaration by Settlement Administrator. The Settlement Administrator shall submit a declaration in support of Plaintiff's Motion for Final Approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely Requests for Exclusion, the number of Notices of Objections received, the amount

of the average Individual Class Payment, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. The Parties shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon consistent with the terms and conditions of this Agreement.

R. Option to Revoke Settlement. Defendant has the unilateral right to revoke the Settlement as follows:

1. If, after the Response Deadline, the number of Class Members who submit timely and valid written Requests for Exclusion from the Settlement equals at least 5% of all Class Members, Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within seven (7) calendar days after the Response Deadline and (b) pay all Settlement Administration Costs incurred up to the date or as a result of the termination; and the Parties shall proceed in all respects as if this Agreement had not been executed.

S. Cooperation and Drafting. The Parties and their counsel will cooperate with each other and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval of the Settlement, and entry of Judgment. Plaintiff and Plaintiff's Counsel shall not submit any documents to the Court relating to or in furtherance of this Settlement without providing Defendant's Counsel with a copy of such documents at least five (5) court days in advance of such submission.

T. Interim Stay of Proceedings. The Parties agree to immediately stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

U. Nullification of Settlement Agreement. In the event: (i) the Court does not grant Preliminary Approval; (ii) the Court does not grant Final Approval; (iii) the Court does not

enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any approved fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid (in equal apportionment among the Parties) to the Settlement Administrator within thirty (30) days of said notification.

- V. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Class Members.
- W. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached Exhibit A, which is incorporated by this reference as though fully set forth herein. The exhibit to this Agreement is an integral part of the Settlement. 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 Agreement.
- X. Amendment or Modification. This Agreement may be amended or modified only by a written instrument: (1) signed by counsel for all Parties or their successors-in-interest; (2) signed by the Parties or their successors-in-interest; and (3) as may be approved by the Court.

- 1 Y. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibits other
4 than the representations, warranties and covenants contained and memorialized in the
5 Agreement and its Exhibits.
- 6 Z. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Agreement and to take all appropriate actions required or permitted to be taken by such
9 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
10 documents required to effectuate the terms of this Agreement. The person signing this
11 Agreement on behalf of Defendant represents and warrants that they are authorized to sign
12 this Agreement on behalf of Defendant. Plaintiff represents that he is authorized to sign
13 this Agreement and that he has not assigned, transferred, or encumbered any claim, or part
14 of a claim, demand, cause of action or any rights herein released and discharged or covered
15 by this Settlement to any third-party.
- 16 AA. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall run
17 in perpetuity. This Agreement shall be binding upon, and inure to the benefit of, the
18 successors or assigns of the Parties hereto, as previously defined.
- 19 BB. California Law Governs. All terms of this Agreement and the Exhibits hereto and any
20 disputes arising hereunder shall be governed by and interpreted according to the laws of the
21 State of California.
- 22 CC. Counterparts. This Agreement may be executed in one or more counterparts. All executed
23 counterparts and each of them shall be deemed to be one and the same instrument provided
24 that counsel for the Parties to this Agreement shall exchange among themselves copies or
25 originals of the signed counterparts.
- 26 DD. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a
27 fair, adequate and reasonable settlement of this Action and have arrived at this Settlement
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1 after extensive arm's-length negotiations, taking into account all relevant factors, present
2 and potential. The Parties further agree that this Settlement Agreement shall not be
3 construed in favor of or against any Party by reason of the extent to which any Party or his
4 or its counsel participated in the drafting of this Settlement Agreement.

5 EE. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
6 respect to the interpretation, implementation and enforcement of the terms of this
7 Agreement and all orders and judgments entered in connection therewith, and the Parties
8 and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,
9 implementing and enforcing the settlement embodied in this Agreement and all orders and
10 judgments entered in connection therewith.

11 FF. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the
12 Court shall first attempt to construe the provisions valid to the fullest extent possible
13 consistent with applicable precedents so as to define all provisions of this Agreement valid
14 and enforceable.

15 GG. Publicity. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement,
16 including the fact of the Settlement, its terms or contents, and the negotiations underlying
17 the Settlement, in any manner or form, directly or indirectly, to any person or entity, except
18 potential Class Members and as shall be contractually required to effectuate the terms of
19 the Settlement as set forth herein. For the avoidance of doubt, this section means Plaintiff
20 and Class Counsel agree not to issue press releases, communicate with or respond to any
21 media or publication entities, publish information in manner or form, whether printed or
22 electronic, on any medium, or otherwise communicate, whether by print, video, website,
23 recording or any other medium, with any person or entity concerning the Settlement,
24 including the fact of the Settlement, its terms or contents and the negotiations underlying
25 the Settlement, except as shall be contractually required to effectuate the terms of the
26 Settlement as set forth herein. However, for the limited purpose of allowing Class Counsel
27 to prove adequacy as class counsel in other actions, Class Counsel may disclose the name
28

of the Parties in this Action, the venue/case number of this Action, and the fact this Action settled on a class-wide basis (but not any other settlement details) for such purposes.

HH. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, have no current intention of pursuing any claims against Defendant in any judicial, administrative, or arbitral forum, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, and that Plaintiff's Counsel is not currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Defendant, excepting those facts or legal theories alleged in the operative Complaint in this Action. Plaintiff and Plaintiff's Counsel further represent and agree that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation. Nothing in this Paragraph will be construed as a restraint on the right of any counsel to practice.

II. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for purposes of implementing this Settlement only and agree to waive all appeals from the Court's Final Approval of the Settlement, unless the Court modifies the Settlement.

JJ. No Admissions by the Parties. Plaintiff has claimed and continues to claim that his allegations have merit and give rise to liability on the part of Defendant. Defendant claims that Plaintiff's allegations have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

KK. Notice of Settlement to LWDA. Plaintiff will provide notice of this Agreement and proposed Settlement to the Labor Workforce Development Agency ("LWDA"), as required by Labor Code Section 2699(1)(2), upon full execution thereof.

The Parties indicate by signing below their approval of the form of this Settlement Agreement (and Exhibit thereto).

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement is executed by the Parties and their duly authorized attorneys as of the day and year herein set forth.

IT IS SO AGREED:

Dated: 4/2/2024

KEYSIGHT TECHNOLOGIES, INC.

DocuSigned by:

Jodi Juskie

CDB02AAAF9FE46C...

Name:

Title

On Behalf of Defendant

Dated: 2/1/2024

LOUIS MABRA

DocuSigned by:

Louis Mabra

100F9551EB434ES...

Louis Mabra, Plaintiff

APPROVED AS TO FORM:

Dated: 02/01/2024

MOON LAW GROUP, P.C.

[Signature]
Allen Feghali

Counsel for Plaintiff and Proposed Class Counsel

Dated: 4/2/2024

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

Evan R. Moses

Evan Moses

Counsel for Defendant