

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement Agreement”) is made by and between plaintiff Gregory Fernandez (“Plaintiff”) and defendant Performance Systems Integration, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.” This Agreement is intended by the Parties to fully, finally, and forever resolve the claims pled in the Action and as otherwise set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS.

- 1.1. “Action” means the lawsuit captioned *Gregory Fernandez v. Performance Systems Integration, Inc.*, Case No. 24CV444501 pending in Superior Court of the State of California, County of Santa Clara.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses of administering the Settlement in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. The Administration Expenses Payment is estimated to be in an amount not to exceed \$7,850.00.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time from August 1, 2023 through July 12, 2025, whether or not the Aggrieved Employee opts out of the Settlement through a valid Request for Exclusion, and represented by the Plaintiff and the State of California Labor and Workforce Development Agency.
- 1.5. “Class” means all current and former non-exempt employees who worked for Defendant in California as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Eric K. Yaeckel, Ryan T. Kuhn, and Cody D. Archer of Sullivan & Yaeckel Law Group, APC. The term “Class Counsel shall be used synonymously with the term “Plaintiff’s Counsel.”
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. The Class Counsel Fees Payment will be in an amount not to exceed one third of the Gross Settlement Amount (\$375,000.00), and the Class Counsel Litigation Expenses Payment will not exceed \$25,000.00, both subject to Court approval.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession that Defendant will in good faith compile and shall be authorized by the Court to transmit in a secure manner to the Administrator, including each Class Member’s full name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Workweeks.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the NOTICE OF CLASS ACTION AND REPRESENTATIVE ACTION, which shall be mutually agreed upon by the Parties, subject to Court approval, and mailed by the Administrator to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from August 2, 2020 through July 12, 2025.
- 1.13. “Class Representative” means the Named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action. The Class Representative Service Payment will not exceed \$10,000.00 and is in addition to Class Representative’s Individual Class Payment and Individual PAGA Payment.
- 1.15. “Class Workweeks” means Workweeks worked by each Class Member as a non-exempt employee in California during the Class Period and excludes any weeks during which a Class Member was on leave of absence or otherwise absent from work. All Class Members are entitled to payment for at least one Workweek.
- 1.16. “Court” means the Superior Court of California, County of Santa Clara.
- 1.17. “Defendant” means named Defendant Performance Systems Integration, Inc.
- 1.18. “Defense Counsel” means Davis Wright Tremaine LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court grants Final Approval, and (b) enters Final Judgement if no objections are made to the Settlement. If one or more Participating Class Members objects to the Settlement which are not later withdrawn or denied, then the Effective Date will be the later of the following events: (a) thirty (30) calendar days after the period for

filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval and Judgment has elapsed without any appeal, writ, or other appellate proceeding have been filed, or (b) if any appeal, writ, or other appellate proceeding opposing the Court's Final Order and Judgment has been filed, thirty (30) calendar days after any appeal, writ, or other appellate proceedings opposing the Court's Final Approval and Judgment has finally and conclusively dismissed with no right to pursue further remedies or relief. In the event the Court fails to approve the Settlement, or if the appropriate appellate court fails to approve the Settlement: (1) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (2) Defendant shall have no obligation to make any payments to the LWDA, Class Members, Plaintiff or Plaintiff's Counsel; and (3) any preliminary approval order and/or Final Approval Order shall be vacated.

- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement after the filing by Plaintiff of an appropriate motion and following notice to Class Members giving them the opportunity to request exclusion from and object to the Settlement.
- 1.22. "Final Judgment" means the order and judgment to be entered by the Court upon granting Final Approval of the Settlement.
- 1.23. "Gross Settlement Amount" means Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) which is the maximum total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the Administration Expenses Payment.
- 1.24. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks the Participating Class Member worked in California during the Class Period.
- 1.25. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Workweeks the Aggrieved Employee worked in California during the PAGA Period.
- 1.26. "Judgment" means the judgment entered by the Court based upon the granting of Final Approval.

- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd.(i), to 65% of the PAGA Penalties.
- 1.28. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder (i.e., Net Settlement Amount) is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “Notice of Objection” means a Class Member’s valid and timely submission of a written objection to the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing an appeal from the Final Judgment.
- 1.32. “Notice Packet” means the packet of documents that will be mailed to all Class Members by the Administrator, including the Class Notice form in Exhibit A.
- 1.33. “PAGA Workweeks” means Workweeks worked by each Aggrieved Employee as a non-exempt employee for Defendant in California during the PAGA Period and excludes any Workweeks during which the Aggrieved Employee was on leave of absence or otherwise absent from work. All Aggrieved Employees will be entitled to payment for at least one PAGA Workweek.
- 1.34. “PAGA Period” means the period from August 1, 2023 through July 12, 2025.
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.36. “PAGA Notice” means Plaintiff’s August 1, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 245, 245.5, 246, 248.5, 510, 512, 558, 1174, 1194, 1198, 2802, and 2699.
- 1.37. “PAGA Penalties” means the total amount of the Gross Settlement Amount allocated to the settlement of the claims brought under the Labor Code Private Attorneys General Act, Labor Code section 2698 *et seq.* (“PAGA”), or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00). 35% of this amount (\$13,125.00) will be allocated to the Aggrieved Employees, and 65% (\$24,375.00) to LWDA.

- 1.38. “Participating Class Member” means Plaintiff and other Class Members who do not submit a valid and timely Request for Exclusion from the Settlement. Class Members who are not Participating Class Members will still be eligible to receive an Individual PAGA Payment if such individual(s) qualify as an “Aggrieved Employee” within the meaning of this Settlement Agreement.
- 1.39. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Gregory Fernandez, the named plaintiff in the Action.
- 1.40. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.41. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Notice Packet by the Administrator, setting the date for the Final Approval hearing and granting preliminary approval of the Settlement.
- 1.42. “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 1.44. “Released Parties” means: Defendant and each of its former and present predecessors, successors, assigns, subsidiaries, affiliates, parents, agents, employees, members, investors, partners (limited and general), holding companies and investment partnerships, owners, directors, officers, attorneys, trustees, insurers, representatives, and shareholders.
- 1.45. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member and submitted to the Administrator. Any Class Member who does not submit a Request for Exclusion by the Response Deadline will be deemed a Participating Class Member and bound by the terms of the Settlement.
- 1.46. “Response Deadline” means 45 days after the Administrator mails the Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail a Notice of Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned as undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to submit a valid Request for Exclusion or Notice of Objection.
- 1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.48. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On August 2, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Violation of Business and Professions Code section 17200, Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, , Waiting Time Penalties, Failure to Provide Accurate Wage Statements and Failure to Maintain Accurate Payroll Records, Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Timely Pay Wages During Employment, and Failure to Reimburse Expenses. The Parties agree that Plaintiff will file a First Amended Complaint to implement the Settlement Agreement. The First Amended Complaint will include a representative claim under PAGA based on the underlying class claims that are part of this Settlement and all factual allegations discussed during the mediation to the extent those factual allegations are not already included in the PAGA Letter or Complaint. The First Amended Complaint shall become the operative complaint in the Action (the “Operative Complaint”) and upon which the Released Class Claims and Released PAGA Claims are based. The Parties will execute and submit a stipulation regarding the filing of the First Amended Complaint with the Court, or will seek leave to file the First Amended Complaint by way of the motion for preliminary approval, whichever approach facilitates obtaining preliminary approval the soonest. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On May 13, 2025, the Parties participated in an all-day mediation presided over by experienced wage and hour mediator Anthony F. Pantoni, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records of Defendant, policy documents, and other information and data sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Court has not granted class certification.
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
- 2.7. Benefits of Settlement for Plaintiff and Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate

Plaintiff's disputes in the Action through trial and any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Operative Complaint, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined this Agreement is fair, adequate, and reasonable and is in the best interest of the Class.

- 2.8. Defendant's Reasons for Settlement. Defendant has concluded that further defense of the Action would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Agreement. Even though Defendant contends it is not liable for any of the claims alleged in the Action, Defendant has agreed to settle in the manner and upon the terms set forth in this Agreement to fully and finally put to rest the claims alleged in this Action. Defendant has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties, or other payments. This Agreement is a compromise of disputed claims. Nothing in this Agreement or actions taken to carry out this Agreement shall be construed or used as an admission by or Against Defendant as to the merits or lack thereof of the claims asserted in the Action. Defendant contends it has complied with all applicable laws. In the event this Settlement does not obtain Final Approval, Defendant retains all rights it has to defend itself in this matter and to take any actions in defense of itself. Further, if this Settlement does not receive preliminary and/or final approval, Plaintiff and his counsel have agreed not to use any post-mediation handbook or policy updates or revisions against Defendant to show that prior versions were non-compliant.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9, Defendant promises to pay Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. Once the Administrator has received the Gross Settlement Amount from Defendant, the Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Judgment:
- 3.3. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Ten Thousand Dollars (\$10,000.00) in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.
- 3.4. To Class Counsel: A Class Counsel Fees Payment of not more than 33 1/3% of the Gross Settlement Amount, which is currently estimated to be One Hundred Twenty-Five Thousand Dollars (\$125,000) and a Class Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars (\$25,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Court's approval of lesser amounts than those set forth in this section shall not provide a basis for either party to revise or rescind this Agreement or to contest the entry of a Preliminary Approval Order or Final Approval Order and Judgment awarding lesser amounts than those set forth in this section. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.5. To the Administrator: An Administration Expenses Payment not to exceed Seven Thousand Eight Hundred Fifty Dollars (\$7,850.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$7,850.00, the Administrator will allocate the remainder in the Net Settlement Amount.

- 3.6. To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks.
- 3.6.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form by the Administrator. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (45%) and penalties (45%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments.
- 3.6.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Their Class Workweeks will not factor into the equation outlined above in Section 3.6.
- 3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) to be paid from the Gross Settlement Amount, with 65% (\$24,375.00) allocated to the LWDA PAGA Payment and 35% (\$13,125.00) allocated to the Individual PAGA Payments.
- 3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing \$13,125.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.7.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, for the purpose of disbursing the Notice Packets. To protect Class Members' privacy rights, the Administrator must

maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator will also return or certify the destruction of the Class Data upon completion of the settlement administration process. If any Class Data is disclosed to Plaintiff or Class Counsel, it will identify Class Members by anonymous identifier only, without the name, address, or Social Security number of any Class Member.

- 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment where applicable and subject to the tax allocations detailed in Section 3. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database maintained by the United States Postal Service and any other available resources deemed suitable by the Administrator to update and correct any known or identifiable address changes. To the extent this process yields a different result than the one Defendant included in the Class Data, the updated address found through the National Change of Address Database shall replace the one provided by Defendant.
 - 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS

forwarding addresses. Within 7 days of receiving a returned undelivered check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3. If a Class Member does not cash their settlement check within 180 days, the un-cashed check, plus any accrued interest that has not been distributed pursuant to the order of the Court, shall be voided by the Administrator and the Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property Fund pursuant to governing law to be held there for the benefit of Class Members under California's escheatment laws, and Class Members shall nevertheless be bound to the Parties' Settlement Agreement and the Court's Final Approval Order and Judgment. The Parties agree this disposition results in no "unpaid residue" under California Code of Civil Procedure Section 384(b), as the Gross Settlement Amount shall be paid to Class Members, whether or not their checks are cashed. In such event, the Participating Class Member and/or Aggrieved Employee shall nevertheless remain bound by the Settlement.

4.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Furthermore, all monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income solely in the year in which such monies are actually received by Participating Class Members.

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

5.1. Plaintiff's Release. Plaintiff fully releases and forever discharges Defendant and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiff's employment by Defendant or the Action, including but not limited to: (1) the Action and any claims arising out of or related to the Action; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code or the California Business and Professions Code; (3) wrongful

termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Action or Plaintiff's employment or termination thereof with Defendant taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that may not be released as a matter of law, including claims under the National Labor Relations Act, Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. The Parties agree that this general release by Plaintiff does not operate to preclude or impact her pending workers' compensation case.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.3. Released Class Claims By Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims reasonably related to or arising out of the factual allegations pled in the Operative Complaint in the Action or Plaintiff's PAGA Notice, including all claims that have been or could have been pled as wage and hour violations and related penalties and interest under California law, including all claims made and that could have been made in such pleading reasonably related to or arising out of the factual allegations therein during the Class Period (collectively the "Released Class Claims"). The Released Class Claims include, but are not limited to, claims for any alleged failure to timely, fully, properly, or completely pay any minimum wages, regular wages, overtime premium wages, meal or rest period premium wages, or other wages owed to the Settlement Class; any and all alleged failure to comply with meal or rest period requirements; any alleged failure to provide proper, accurate, timely, adequately descriptive, or complete wage statements or pay stubs; any and all alleged failure

to fully or properly reimburse or indemnify for any and all employment-related expenses; any and all alleged failure to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all alleged unfair business practices; any and all alleged failure to pay employees in compliance with Labor Code section 204; and any and all alleged failure to pay any interest or penalties owed as a result of any and all of the foregoing. The Plaintiff and Settlement Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including, but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief.

5.4. Released PAGA Claims by Aggrieved Employees: The State of California and all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from all claims for civil penalties, interest, attorneys' fees, litigation costs, and other available relief for violations of PAGA that are reasonably related to or arising out of the factual allegations in the Operative Complaint and/or the PAGA Notice, or could have reasonably been alleged or asserted based on, reasonably related to, or arising out of the facts alleged in the Operative Complaint and/or the PAGA Notice, during the PAGA Period. This release shall be binding on all Aggrieved Employees regardless of whether they submit a valid Request for Exclusion.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") and supporting documentation.

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

(1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members.

- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Parties represent that they have cooperated in the drafting and preparation of this Agreement. Thus, in any construction made of this Agreement, the same shall not be construed against any of the Parties.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1, in which the Gross Settlement Amount shall be placed and from which payments required by the Settlement shall be made.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than five (5) days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the

number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA Workweeks in the Class Data.

- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks and PAGA Workweeks (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and use its best judgment to determine the current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best practicable notice for Class Members and fully complies with due process
- 7.4.3. Not later than five (5) business days after the Administrator’s receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packet to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by the USPS a second time. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Judgment.
- 7.4.4. The deadlines for Class Members’ Notices of Objection, challenges to Class Workweeks and/or PAGA Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise

options under this Agreement not later than 14 days after receipt of the Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

7.4.6. The Administrator does not have authority to extend the Response Deadline absent agreement by both Parties.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of the Class Member's Social Security number; and (c) clearly state that the Class Member does not wish to be included in the Class Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion by the Response Deadline is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.5.5. Class Members may rescind their Request for Exclusion by submitting a written rescission statement to the Administrator no later than the filing of the Motion for Final Approval.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. The Administrator will also send the dispute information to Defense Counsel within five (5) calendar days of receiving the dispute, and Defendant will review its records and submit any additional supporting information to the Administrator within ten (10) calendar days of receiving the dispute from the Administrator. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. Otherwise, the Administrator will make a determination regarding Workweeks and the amount of any payments. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written Notice of Objection to the Administrator must do so not later than 45 days after the Administrator's

mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). Not later than 5 days after the expiration of the deadline for submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).

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

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

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

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); and (b) copies of all valid Requests for Exclusion submitted.

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

7.8.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and

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

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

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Defendant estimates that, as of May 13, 2025, the number of workweeks for all Class Members from August 2, 2020 to May 13, 2025, was approximately 17,100 ("Workweek Amount"). Should the final Workweek Amount increase by more than 10% (i.e. more than 1,710 additional Workweeks such that the final Workweeks being released are greater than 18,810) for the Class Period: (i) the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 18,810, such that if, for example, the workweeks are 12% greater than the Workweek Amount above, the Gross Settlement Amount will increase by 2%; or (ii) the Class Period end date (July 12, 2025) shall be modified such that the final Workweek Amount is no more than 18,810, at Defendant's election.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for Final Approval of the Settlement that includes a notice, memorandum of points and authorities, necessary

declarations, a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a proposed Final Approval Order, a proposed Judgment (collectively “Motion for Final Approval”), and any other necessary supporting documentation. Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days prior to filing the Final Approval papers. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the motion for Final Approval.

- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount. However, either Party may appeal any Court order that materially alters this Agreement’s terms.
- 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith

to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. ADDITIONAL PROVISIONS.

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

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

12.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion

for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect.

- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Sullivan & Yaeckel Law Group, APC
2330 Third Ave.
San Diego, California 92101
Attn: Eric Yaeckel, Esq.
yaeckel@sullivanlawgroupapc.com

To Defendant:

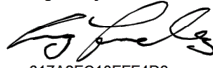
Davis Wright Tremaine LLP
350 S. Grand Ave., 27th Fl.
Los Angeles, CA 90071
Attn: Evelyn Wang/Tiffanie de la Riva
evelynwang@dwt.com
tiffanidelariva@dwt.com

- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 12.21. Binding Nature of Notice. Because the Class Members are so numerous, it is impractical to have each Class Member execute this Agreement. The Notice Packet shall advise all Class Members of the binding nature of the Settlement, and releases in sections 5.3 and 5.4 shall have the same force and effect as if this Agreement were executed by each Participating Class Member and Aggrieved Employee.
- 12.22. Mutual Preparation. Both Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.
- 12.23. Authorization. Class Counsel and Defense Counsel warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and take all appropriate actions required or permitted to be taken to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.
- 12.24. Resolution of Disputes. The Parties agree to refer any disputes regarding the drafting of this Agreement and attached documents to mediator Anthony F. Pantoni.

IT IS SO AGREED:

9/18/2025

Dated: September __, 2025

Signed by:

617A2FC10FFF4D3...

Plaintiff Gregory Fernandez

Dated: September __, 2025

Jodi Kohler, o/b/o Performance Systems Integration, Inc.

APPROVED AS TO FORM

Dated: October 14, 2025



Eric Yaeckel, Class Counsel

Dated: September __, 2025

Evelyn Wang, Counsel for Performance Systems Integration, Inc.

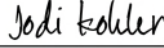
IT IS SO AGREED:

Dated: September __, 2025 _____

Plaintiff Gregory Fernandez

Signed by:

Dated: September 9/26/2025, 2025 _____



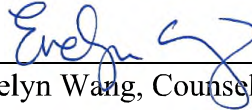
Jodi Kohler, o/b/o Performance Systems Integration, Inc.

APPROVED AS TO FORM

Dated: September __, 2025 _____

Eric Yaeckel, Class Counsel

Dated: September 29, 2025 _____



Evelyn Wang, Counsel for Performance Systems Integration, Inc.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

**NOTICE OF CLASS ACTION AND
REPRESENTATIVE ACTION SETTLEMENT**

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

GREGORY FERNANDEZ, individually, and on behalf of
other members of the general public similarly situated;

Plaintiffs,

vs.

PERFORMANCE SYSTEMS INTEGRATION, INC., a
California corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE No. 24CV444501

Judge: Beth McGowen
Dept. 22

**NOTICE OF CLASS ACTION AND
REPRESENTATIVE ACTION SETTLEMENT**

I. WHY DID I GET THIS NOTICE?

This Notice explains that a settlement has been reached in the case entitled *Gregory Fernandez v. Performance Systems Integration, Inc. et al*, Santa Clara Superior Court, Case No. 24CV444501 (the “Action”).

This Notice is to inform you of the proposed Settlement of the Action. The Notice is also intended to (i) describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) advise you of your rights and options with respect to the Settlement.

You are receiving this Notice by order of the Court because the records of Performance Systems Integration, Inc. (hereinafter referred to as “PSI”), indicate that you are a current or former non-exempt employee of PSI, who worked for PSI in California as a nonexempt employee during the time period of August 2, 2020 through July 12, 2025. As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.**

II. WHAT IS THE LAWSUIT ABOUT?

On August 2, 2024, former PSI employee in California, Gregory Fernandez, filed a lawsuit in which he alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to himself and other alleged “Aggrieved Employees” in the Superior Court of California, County of Santa Clara, entitled *Gregory Fernandez v. Performance Systems Integration, Inc. et al*, Santa Clara Superior Court, Case No. 24CV444501.

Specifically, this Action alleges that the Class Members were not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; were not provided meal and rest periods under the California Labor Code and Wage Orders and were not properly paid premiums; were not reimbursed for all business-related expenses; and, were not provided wage statements with information specified in the California Labor Code. This Action also alleges a claim for unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, and specifically alleges that PSI did not provide Class Members with written notice of material terms of their employment as required by the California Wage Theft Protection Act, and did not provide safety gear as required under the California Labor Code. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) set forth in California Labor Code §§ 2699 *et seq.*

The individual suing PSI is referred to in this document as “Plaintiff.” Plaintiff’s attorneys, Sullivan & Yaeckel Law Group, APC, and attorneys for PSI, attorneys Davis Wright Tremaine LLP, have been litigating the Action in State

Court prior to this Settlement.

PSI maintains that Class Members have been paid all monies that were due to them and maintains that it has complied with California's wage-and-hour laws. PSI denies all of the allegations in the Action, that it owes Class Members any monies, or that it violated any law or engaged in wrongdoing of any kind associated with the claims alleged in the Action. PSI contends, among other things, that it has complied at all times with applicable law in connection with its compensation of and legal obligations to Class Members.

The Court has not ruled on whether Plaintiff's allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and PSI have negotiated a settlement whereby PSI has agreed to pay up to **\$375,000.00** to resolve the matter. As a Class Member or Aggrieved Employee you are eligible to receive a portion of this amount.

This Settlement is **not** an admission by PSI of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All current and former non-exempt employees who worked for PSI in the State of California as a non-exempt employee at any time during the Class Period (defined as August 2, 2020 through July 12, 2025) (the "Class Members").

All current and former non-exempt employees who worked for PSI in the State of California as a non-exempt employee at any time from of August 1, 2023 through July 12, 2025 (the "Aggrieved Employee").

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the Parties' proposed settlement, the following will occur if the Settlement is given final approval by the Court:

A. PSI will pay up to **Three Hundred Seventy Five Thousand Dollars and Zero Cents** (\$375,000.00) to settle the claims of all Class Members and Aggrieved Employees.

B. A claims administrator ("Administrator") has been appointed by the Court to administer the Settlement. The Administrator will pay from the \$375,000.00 settlement the following amounts: (1) Plaintiff's counsel's attorneys' fees, up to 33 & 1/3% of the settlement value (or \$125,000.00); (2) Plaintiff's counsel's costs of litigation, up to the amount of \$25,000.00; (3) the expenses of administering the Settlement, up to the amount of \$7,850.00; (4) an enhancement award to the Plaintiff as a Class Representative of up to \$10,000.00 for the role in pursuing the litigation; (5) a payment of \$24,375.00 to the California Labor & Workforce Development Agency, representing 65% of the \$375,000.00 allocated to the Settlement of the claim for civil penalties under PAGA; and (6) a payment of \$13,125.00 to Aggrieved Employees, representing 35% of the \$375,000.00 allocated to the Settlement of the claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the "Class Payment" or "Net Settlement Amount").

C. The Class Payment will be divided among all Participating Class Members based on the estimated number of weeks worked for PSI in California by each Class Member. That is, the Class Payment will be divided by the total number of Workweeks by all Participating Class Members during the Class Period to produce a "weekly settlement value." A "Workweek" is any week in which a Class Member worked for PSI for at least one day in California during the Class Period (August 2, 2020 through July 12, 2025) as a non-exempt employee. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of Workweeks you worked for PSI during the Class Period multiplied by the weekly settlement value, subject to applicable withholdings as more fully described in section VI(B).

D. The PAGA Penalties will be allocated among Aggrieved Employees who performed work for PSI in California between August 1, 2023 through July 12, 2025, (the "PAGA Period") as a non-exempt employee.

Each Aggrieved Employee's share of the PAGA Penalties will be determined based on the number of Workweeks worked by Aggrieved Employees during the PAGA Period (which excludes any weeks during which the Aggrieved Employee was on a leave of absence or otherwise absent from work) ("PAGA Workweeks"). Aggrieved Employees cannot opt out of the PAGA Penalties or release of PAGA claims.

E. Corresponding to PSI's records, you worked for PSI in the State of California as a non-exempt employee for approximately [INSERT NUMBER OF Workweeks] during the Class Period and [REDACTED] PAGA Workweeks during the PAGA Period. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Administrator via U.S. Mail, at _____. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each Workweek for purposes of calculating Net Settlement Amount to all Class Members is approximately: <<AMOUNT>>. The estimated value of each PAGA Workweek for purposes of calculating PAGA Penalties to all Aggrieved Employees is approximately: <<AMOUNT>>.

Your estimated total settlement amount is <<AMOUNT>>. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

Released Class Claims: If the Court grants Final Approval of the Agreement and you do not opt out of the Settlement, then you will be deemed to have fully, finally, and forever released PSI and the "Released Parties" from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action [including, e.g., "(a) any and all claims involving any alleged failure timely, fully, properly, or completely pay minimum wages, regular wages, overtime premium wages, meal or rest period premium wages, or other wages owed; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime at the proper rate; (d) any and all claims involving the alleged failure to fully or properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to pay all wages, or compensation owed to a fired, quitting, or otherwise departing employee; (f) any and all claims involving the alleged failure to provide proper, accurate, timely, adequately descriptive, or complete itemized wage statements in compliance with California law; (g) any and all alleged unfair business practices; and (h) any and all alleged failure to pay employees in compliance with Labor Code section 204, etc.]. Participating Class Members will release Defendant and the Released Parties from all remedies that could be claimed in connection with the Released Claims including, but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

F. Released PAGA Claims by Aggrieved Employees: If the Court grants Final Approval of the Agreement, Aggrieved Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged PSI and the Released Parties from any and all claims for recovery of civil penalties under the Private Attorneys General Act ("PAGA"), whether known or unknown, to recover wages, damages, penalties, attorneys' fees, interest, litigation costs, restitution, or equitable relief, and other available relief for violations of PAGA that are reasonably related to or arising out of the factual allegations in the Operative Complaint and/or the PAGA Notice, or could have reasonably been alleged or asserted based on, reasonably related to, or arising out of the facts alleged in the Operative Complaint and/or the PAGA Notice, from August 1, 2023 through July 12, 2025.

G. Please Note: Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of these groups under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the Released PAGA Claims whether or not you cash the check for your portion of the PAGA allocation before it becomes void.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the Settlement and be bound by the release of all claims described above.* Settlement awards will be paid by check after the Settlement is given Final Approval by the Court. The checks will be mailed to you by the Administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void, and the funds will be placed in your name with the California State Unclaimed Property Fund;

OR

B. *You may exclude yourself from the Settlement, in which case you will not receive a share of the Net Settlement Amount and you will not be bound by the Agreement as to the Released Class Claims.* If you choose to be excluded, by no later than ___ (45 calendar days after mailing of this Notice) (plus an additional 14 days if this Notice was re-mailed to you), you must send a signed written Request for Exclusion, by mail, fax, or email, to the administrator, ILYM Group, Inc., located at _____. In order to be considered valid, your Request for Exclusion must be signed and include the case name and number, your full name (and any and all names used during your employment), address, telephone number, last four digits of your social security number, and a request that you want to be excluded from the Settlement.

OR

C. *You may object to the Settlement.* The procedures for objecting to the Settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Administrator will calculate your share of the Settlement and will issue you a check.

B. Ten percent (10%) of your share of the Individual Class Payment will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining ninety percent (90%) of these payments. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. One hundred percent (100%) of your share of the Individual PAGA Payment will be considered non-wages. You will be given an IRS tax form for this amount.

D. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Approval Hearing will be held before the Court on _____, 2026, at _____ a.m., Department 7 of the Santa Clara Superior Court, located at the 191 N. First St., San Jose, CA 95113, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC, (contact information below), counsel for Plaintiff and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Although Class Members may appear in person, the judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class Members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you do not agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Gregory Fernandez v. Performance Systems Integration, Inc. et al*, Santa Clara Superior Court, Case No. 24CV444501. Be sure to include the case name and case number (as shown in the preceding sentence), your full name, address, telephone number, last four digits of your social security number, and a written statement of why you object. Mail the objection to the Administrator address at _____ or fax to _____ on or before _____, 2025 (45 calendar days after mailing of this Notice, plus an additional 14 days if your Class Notice was re-mailed to you). A written objection is optional. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

If you have any questions, you can call the Administrator at _____ or any of Class Counsel (see below for phone numbers.) Additionally, you can visit the Administrator's website, _____, which shows a copy of this Notice and other important documents pertaining to this case.

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**PLEASE DO NOT TELEPHONE THE COURT, PSI, OR PSI CORPORATE OFFICE
OR MANAGERS REGARDING THIS SETTLEMENT.**