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**CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT**

This Class and Collective Action Settlement Agreement (this “Settlement” or “Agreement”) is made by and between Plaintiff Sherry Lynn Quesada, individually and on behalf of all others similarly situated (“Plaintiff”), and Defendant Meta Platforms, Inc. (“Meta” or “Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

**I. DEFINITIONS**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the forthcoming civil action titled *Sherry Lynn Quesada v. Meta Platforms, Inc.* in the San Bernardino County Superior Court.
- B. “Aggrieved Employee” means a California Class member who worked during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Class and Collective Action Settlement Agreement.
- D. “California Class” means all non-exempt employees of Defendant who work or worked in California at any time during the Class Period, and who were awarded restricted stock units (“RSUs”) that vested at any time during the same period.
- E. “Classes” means the California Class and the FLSA Collective.
- F. “Class Counsel” means Outten & Golden LLP and Shavitz Law Group.
- G. “Class Counsel Fees and Expenses Payment” means the amount awarded to Class Counsel by the Court to compensate them for the services they have rendered and will render to Plaintiff and the Classes in the Action, and any expenses they have incurred, and will incur, in connection with the Covered Claims.
- H. “Class Notice” means the Notice of Proposed Class Action Settlement, Notice of Collective Action Settlement, and a reminder notice as evidenced by Exhibits A, B, and C to this Agreement, respectively, and incorporated by reference into this Agreement. Exhibit A and B shall be sent to California Class members and Exhibit C shall be sent to FLSA Collective members.
- I. “Class Period” means the period from May 3, 2020, through either (a) the date upon which the Court grants preliminary approval; or, (b) the date upon which the allowable dilution threshold is exceeded as described in Section III.B if Defendant

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exercises its option.

J. “Class Representative Payment” means the special payment made to Plaintiff in her capacity as Class Representative to compensate her for initiating and pursuing the Covered Claims, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release described in Section III.J.1 of the Settlement.

K. “Collective Period” means the period from May 3, 2021, through either (a) the date upon which the Court grants preliminary approval; or, (b) the date upon which the allowable dilution threshold is exceeded as described in Section III.B if Defendant exercises its option.

L. “Court” means the San Bernardino County Superior Court.

M. “Covered Claims” means the claims that have been alleged, or reasonably could have been alleged, in the Complaint and LWDA Notice based on the facts alleged.

N. “Effective Date” means the date by which all of the following have occurred:

- a. The Court enters the Judgment; and
- b. The Judgement becomes Final.

O. “Final” means that the Settlement has been finally approved by the Court, and either (1) the California Court of Appeals has rendered a final judgment affirming the Court’s final approval without material modification and the date for further appeal has passed without further appeal; (2) the California Court of Appeals has rendered a final judgment affirming the Court’s final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (3) the applicable date for seeking appellate review of the Court’s final approval of the Settlement has passed without a timely appeal or request for review having been made.

P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.

Q. “FLSA Collective” means all non-exempt employees of Defendant who worked in the United States, but outside of California, at any time during the Collective Period, and who were awarded RSUs that vested at any time during the same period.

R. “Judgment” means the Order Granting Final Approval of Class and Collective Action Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit F to this Agreement and incorporated by reference into this Agreement.

S. “LWDA Notice” means the notice of alleged violations of the California Labor Code that Plaintiff filed with the Labor Workforce Development Agency (“LWDA”).

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- T. “LWDA Payment” means the amount payable from the PAGA Allocation to the LWDA as specified in Section III.C.3 of this Agreement.
- U. “Maximum Settlement Amount” means the total maximum amount to be paid by Meta as provided by Section III.A-B of this Agreement.
- V. “Meta’s Counsel” means Erin Connell and Scott Morrison of Orrick, Herrington & Sutcliffe LLP.
- W. “Net Settlement Amount” means the amount from the Maximum Settlement Amount that is available for distribution as Settlement Shares to California Class and FLSA Collective Members after deductions for (a) the Class Representative Payment; (b) the Class Counsel Fees and Expenses Payment; (c) the LWDA Payment; (d) the PAGA Payment; and (e) the Settlement Administrator’s fees and expenses.
- X. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*
- Y. “PAGA Allocation” means the amount from the Maximum Settlement Amount allocated to the settlement of the PAGA claim. Sixty-five percent (65%) of the PAGA Allocation will be paid to the LWDA as the LWDA Payment, and the remaining thirty-five percent (35%) will be paid to the Aggrieved Employees as PAGA Payments.
- Z. “PAGA Payment” means the payment to Aggrieved Employees, regardless of whether they seek exclusion from the California Class, in settlement of the Plaintiff’s claim for civil penalties for violations of the Labor Code allegedly experienced by Aggrieved Employees.
- AA. “PAGA Period” means the period from May 3, 2023, through the date upon which the Class Period ends.
- BB. “Participating Class Members” means all California Class Members who do not timely and validly elect not to participate in the Settlement, and all FLSA Collective Members who timely cash their settlement checks and file a Consent to Join form with the Court thereby agreeing to join the collective action and be bound by the Settlement.
- CC. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Court of lesser amounts than sought for the Class Representative or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
- DD. “Released Parties” means Meta Platforms, Inc., including any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its and their respective current and/or former partners, directors, shareholders/stockholders,

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officers, employees, employee benefit plans, insurers, attorneys and/or agents, all both individually and in their official capacities.

EE. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.

FF. “Settlement Administrator” means ILYM Group, Inc., the administrator proposed by the Parties and appointed by the Court to administer the Settlement.

GG. “Settlement Share” means the portion of the Net Settlement Amount allocable to each California Class and FLSA Collective member as provided by this Agreement.

**II. RECITALS**

A. On March 20, 2024, Plaintiff sent Defendant a letter, alleging wage and hour violations of the FLSA and California Labor Code on behalf of herself and a putative class and collective of non-exempt, hourly employees.

B. The Parties then entered into a tolling agreement, agreed to engage in pre-suit mediation, and met and conferred regarding potential mediators and timing of mediation.

C. On December 3, 2024, the Parties attended a full day of mediation with Hon. Angela Bradstreet (Ret.), which ended in a mediator’s proposal to resolve all Covered Claims, which the Parties accepted.

D. Within seven (7) days of execution of this Agreement, Plaintiff will commence the Action by filing a Complaint in San Bernardino County Superior Court, asserting the Covered Claims on an individual and putative class and collective basis, including claims that Defendant failed to: (1) pay Class Members for all time worked, including off-the-clock work, whether at their base hourly rate or at an overtime rate; (2) properly calculate the regular rate of pay by failing to account for all forms of non-discretionary remuneration, resulting in underpaid remuneration derived from the regular rate of pay; (3) provide legally compliant meal periods and rest breaks to California Class Members; (4) timely pay California Class Members all wages due and owing every pay period; (5) timely pay California Class Members all wages due and owing at the time of termination; (6) provide accurate, itemized wage statements to California Class Members; (7) reimburse California Class Members for necessary and reasonable business expenses; and (8) comply with California’s Unfair Competition Law.

E. Plaintiff will provide notice to the LWDA that she is asserting claims under California’s Private Attorneys General Act (“PAGA”) for the violations of the Labor Code alleged in the Complaint.

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F. Plaintiff will amend her Complaint to assert a claim for civil penalties under PAGA for the violations alleged in her LWDA Notice sixty-six (66) days after filing the LWDA notice.

**III. SETTLEMENT TERMS AND CONDITIONS**

A. **Maximum Settlement Amount.** Subject to the terms and conditions of this Agreement, the Maximum Settlement Amount is \$4,000,000 (four million dollars and no cents). The Maximum Settlement Amount will cover: (a) all settlement payments to California Class and FLSA Collective members eligible for settlement payments; (b) Plaintiff’s Class Representative Payment; (c) Class Counsel’s attorneys’ fees and expenses (including all attorneys’ fees and expenses incurred to date, and to be incurred related to the Action and/or Settlement); (d) the payment to the LWDA for a share of the settlement of claims for civil penalties; (e) the PAGA Payment to the Aggrieved Employees; and (f) the Settlement Administrator’s fees and costs.

B. **Escalator Clause.** Defendant estimated that as of December 3, 2024, the date of mediation, California Class and FLSA Collective members worked an aggregate 285,057 workweeks during their respective Class Period and Collective Period. If that number increases by 9% (310,713) before the date this Court grants preliminary approval, then Defendant may, at its option, either (a) close the Class Period and Collective Period as of the date that the threshold is exceeded; or (b) pay an escalated Maximum Settlement Amount in proportion to the increase above the 9% threshold (i.e., a 10% increase in workweeks would result in a 1% increase to the Maximum Settlement Amount) until the Court grants preliminary approval.

C. **Payments to Plaintiff, Class Counsel, the LWDA, and the Settlement Administrator.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

1. **To Plaintiff:** In addition to Plaintiff’s Settlement Share, Plaintiff will apply to the Court for an award of not more than \$10,000 as Plaintiff’s Class Representative Payment in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the release provided for in section III.J.1 of this Agreement. Defendant will not oppose a Class Representative Payment of \$10,000 to Plaintiff. The Settlement Administrator will pay the Class Representative Payment approved by the Court (but not more than \$10,000) out of the Maximum Settlement Amount. If the Court approves a Class Representative Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

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2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than \$1,333,333.33 for attorneys’ fees (one-third of the Maximum Settlement Amount) and actual expenses as their Class Counsel Fees and Expenses Payment, and Defendant will not oppose their request. If the Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

3. **To LWDA:** The Parties have agreed that \$40,000 of the Maximum Settlement Amount will be allocated to the settlement of the PAGA claim for civil penalties (the “PAGA Allocation”). Of the PAGA Allocation, 65% or \$26,000 will be paid to the LWDA (the “LWDA Payment”), and 35% or \$14,000 will be distributed to Aggrieved Employees, regardless of whether they opt out of the Settlement, *pro rata* based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period compared to the aggregate number of workweeks worked by all Aggrieved Employees during the PAGA Period. The Settlement Administrator will pay the PAGA Allocation approved by the Court out of the Maximum Settlement Amount. If the Court approves a PAGA Allocation of less than \$40,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Participating Class Members based on Settlement Shares. If the Court orders a PAGA Allocation greater than \$40,000, the difference will come out of the Maximum Settlement Amount.

4. **To Settlement Administrator:** Class Counsel will apply to the Court for an award to cover the Settlement Administrator’s fees and expenses. From the Maximum Settlement Amount, the Settlement Administrator will retain for itself the amount awarded by the Court and then distribute the Net Settlement Amount.

**D. Payments to Class Members.** After distributing the payments described in Section III.C of this Agreement, the Settlement Administrator will distribute the Net Settlement Amount to all Participating Class Members *pro rata* based on the number of points earned by each Participating Class Member compared to the aggregate number of points earned by all Participating Class Members. California Class Members will receive 3 points per workweek in the Class Period. FLSA Collective Members will receive 1 point per workweek in the Collective Period. All points will be added together to get a “denominator.” Each individual California Class Members’ and each individual FLSA Collective Members’ points will be added together to get their “numerator.” To calculate each individual Settlement Share, that person’s “numerator” will be divided by the “denominator” and multiplied by the Net Settlement Amount.

**E. Tax Treatment.**

1. The Settlement Shares of Participating Class Members shall be reported to taxing authorities as follows:

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- a. Fifty percent (50%) of each Settlement Share (the “Wage Portion”) is intended to settle each Participating Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable employee-side payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member a Form W-2 with respect to the Wage Portion. The employer’s share of legally required payroll taxes for the Wage Portion will be paid directly by Defendant and not out of the Maximum Settlement Amount.
  - b. Fifty percent (50%) of each Settlement Share (the “Non-Wage Portion”) is intended to settle each Participating Class Member’s claims for all interest, liquidated damages, and penalties. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Participating Class Member a Form 1099 with respect to the Non-Wage Portion.
  - c. One hundred percent (100%) of each PAGA Payment is intended to settle each Aggrieved Employee’s claim for a portion of any civil penalties assessed in relation to the settlement of Plaintiff’s PAGA claim. Accordingly, PAGA Payments will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Aggrieved Employee a Form 1099 with respect to the PAGA Payment.
- 2. Tax deductions and withholdings will not be taken from the Class Representative Payment, and the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to the Class Representative Payment.
  - 3. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded attorneys’ fees and costs.

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**F. Appointment of Settlement Administrator.** The Parties will ask the Court to appoint ILYM Group, Inc. to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator’s duties will include all tasks related to settlement administration, such as, preparing, printing, and mailing the Class Notices to the California Class and FLSA Collective members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any California Class or FLSA Collective member whose Class Notice was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the California Class or FLSA Collective member’s new address; receiving California Class Member opt-outs from the Settlement and California Class and FLSA Collective member objections to the Settlement; establishing a compliant Qualified Settlement Fund (“QSF”); providing the Parties with weekly status reports about the delivery of Class Notices, objections to the Settlement, and the receipt of California Class Member opt-outs from the Settlement; issuing the checks to effectuate the payments due under the Settlement; tracking the cashing of settlement checks; collecting copies or facsimiles of endorsed and cashed checks to be provided to Class Counsel and filed with the Court as Consent to Join forms for FLSA Collective members; gathering and retaining Forms W-9 from Plaintiff and Class Counsel; preparing Forms W-2 and 1099s and completing required reports to tax authorities; and otherwise administering the Settlement pursuant to this Agreement.

**G. Establishment of Qualified Settlement Fund.** The Settlement Administrator shall serve as Trustee of the Maximum Settlement Amount and shall act as a fiduciary with respect to the handling, management, and distribution of the Maximum Settlement Amount. The Settlement Administrator shall act in a manner necessary to qualify the Maximum Settlement Amount as a QSF under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and to maintain that qualification.

The parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

**H. Payment of Federal, State, and Local Taxes.** The parties recognize that the awards to eligible California Class and FLSA Collective members and Aggrieved Employees will be subject to applicable tax withholding and reporting, which will be handled as follows: The Settlement Administrator shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement, including the handling of tax-related issues and payments. Specifically, the Settlement Administrator shall be responsible for withholding, remitting, and reporting both the employer and the employees’ share of the payroll taxes from the QSF.

The Settlement Administrator shall be responsible to satisfy from the QSF any and all federal, state, and local employment and withholding taxes, including, without limitation, federal and state income tax withholding, FICA, FUTA, SUTA, Medicare, and any state employment taxes. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any

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applicable reporting with respect to attorneys’ fees and other costs subject to reporting), and any and all taxes, penalties, and other obligations with respect to the payments or distributions from the QSF not otherwise addressed herein. Defendant will pay the employer’s share of applicable payroll tax payments separate and apart from the Maximum Settlement Amount.

All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Maximum Settlement Amount, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the Maximum Settlement Amount is held and does not qualify as a QSF for federal and state income tax purposes (hereinafter “Settlement Fund Taxes”), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”), shall be paid out of the Maximum Settlement Amount. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Maximum Settlement Amount. The parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this paragraph.

In the event that it is subsequently determined by a tax authority that any Plaintiff, Participating Class Member, Aggrieved Employee, or Class Counsel owes any additional taxes with respect to any money distributed under this Settlement, it is expressly agreed that the determination of any tax liability is between the payment recipient and the tax authorities, and that Defendant shall not be responsible for the payment of such taxes, including any interest and/or penalties. Defendant and Class Counsel make no representations as to the tax treatment or legal effect of any payments pursuant to this Agreement, and Plaintiff and Participating Class Members are not relying on any statement or representation by Meta, Meta’s Counsel, or Class Counsel in this regard.

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**I. Procedure for Approving Settlement.**

**1. Motion for Preliminary Approval.**

- a. Within seven (7) days of the execution of this Agreement, Class Counsel will file an unopposed motion (the “Motion for Preliminary Approval”) with the Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the California Class and FLSA Collective for purposes of settlement and sending out Class Notices, setting a date for the Final Approval Hearing, and approving and authorizing the dissemination of the Class Notices. Class Counsel will also submit a proposed order granting the motion in the form evidenced by Exhibit G to this Agreement and will request a hearing date for preliminary approval upon filing, at which hearing the Parties will support the granting of the motion.
- b. Pursuant to PAGA, Plaintiff will submit to the LWDA this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA, such that, when Judgment is Final, the Settlement will be effective under PAGA and no claim to void or avoid it as to PAGA shall be allowed.
- c. Should the Court decline to preliminarily approve all material aspects of the Settlement, or should the Court order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Court of lesser amounts than sought for the Class Representative Payment, the PAGA Allocation, or the Class Counsel Fees and Expenses Payment will not be material changes to the Settlement.

**2. Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the appropriate Class Notice as follows:

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a. Within 30 days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator the following information for each California Class and FLSA Collective member: name, employee ID, last-known address, last-known telephone number, and last four digits of social security number, as reflected in Defendant’s records during the relevant period. The Settlement Administrator will keep this information confidential and not disclose it to anyone except in order to carry out the efforts described in section III.E and to disseminate the applicable Class Notice pursuant to this Agreement, or pursuant to Defendant’s express written authorization or by order of the Court.

b. Within fourteen (14) days after receiving the California Class and FLSA Collective member information from Defendant, the Settlement Administrator will mail each California Class and FLSA Collective member the applicable Class Notice pursuant to this Agreement, which will include the estimated Settlement Share that the California Class or FLSA Collective member may qualify to receive and, if the California Class member is also an Aggrieved Employee, the estimated PAGA Payment. Class Members who meet the definition of both the California Class and FLSA Collective will be treated as California Class members and receive only the California Class Notice. Prior to mailing the notice, the Settlement Administrator will use a national change of address database to ensure the addresses are up to date.

c. The Settlement Administrator will perform a skip-trace search and re-mail all Class Notices that are returned as undelivered on or before the deadline to opt out of the Settlement. The deadline to opt out will be extended by fifteen (15) calendar days for Class Members to whom a Class Notice is re-mailed.

d. Each week, the Settlement Administrator will provide to Class Counsel and Defendant’s Counsel a report showing whether any Class Notices have been returned and re-mailed and the receipt of any opt-outs, and/or objections to the Settlement.

3. **Objections to Settlement; Opt-Outs from Settlement by Class Members; Opt-Ins from FLSA Collective Members; Effect of Failure to Opt-In.** Class Members may submit objections to the Settlement, and California Class members may opt out of the Settlement pursuant to the following procedures:

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**a. Objections to settlement.** California Class and FLSA Collective members will receive a Class Notice, attached here as Exhibits A, B, and C, informing them about this Settlement, how it may effect them, and their rights under California law and the FLSA, including their right to object to the Settlement. California Class and FLSA Collective members who wish to object to any term of the Settlement must mail their objection to the Settlement Administrator not later than forty-five (45) days after the Class Notice was mailed to them. Class Counsel shall file all objections with the Court with the motion for final approval of the Settlement. Any objection must: (1) contain the objecting California Class or FLSA Collective member’s full name, current address, and telephone number, as well as contact information for any attorney representing the objecting California Class or FLSA Collective member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than sixty (60) days after the Settlement Administrator originally mails the Class Notice. The objection also will indicate whether the California Class or FLSA Collective member intends to appear at the Final Approval Hearing. California Class and FLSA Collective members who do not submit written objections in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement or other related matters.

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**b. Request for Exclusion/Opt Out.** The Class Notice for California Class members will also inform that they may exclude themselves from the Settlement by mailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement (“Exclusion Letter”), postmarked no later than sixty (60) days after the Settlement Administrator originally mailed the Class Notice. The Exclusion Letter must include the Class Member’s name, the last four (4) digits of the Class Member’s Social Security number, the Class Member’s signature, and the following statement or a substantively similar statement: “I request to be excluded from the class action Settlement in the matter of *Quesada v. Meta Platforms, Inc.*, Case No. [insert case number], San Bernardino County Superior Court.” If a question is raised about the authenticity of an Exclusion Letter, the Settlement Administrator will have the right to demand additional proof of the Class Member’s identity. A California Class member who timely submits a valid Exclusion Letter will not participate in or be bound by the Settlement and the Judgment, will not be entitled to any payment from the Settlement, and will not have any right to object to, appeal from, or comment on the Settlement. However, all California Class members who are also Aggrieved Employees will release any and all claims for civil penalties under PAGA related to the released claims described in section III.J.3, and will receive a portion of the amount set aside for PAGA Payments, regardless of whether they submit an Exclusion Letter.

**c. Report.** Not later than ten (10) days after the deadline for California Class Members to opt-out of the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs for purposes of seeking final approval of this Settlement.

**4. Additional Briefing and Final Approval.**

**a.** Not later than fourteen (14) days before the Final Approval Hearing, Plaintiff will file with the Court an unopposed motion for final approval of the Settlement, and Plaintiff will file a motion for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.

**b.** Not later than five (5) days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the motion for final approval of the Settlement to the extent that any opposition to the motion is filed.

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- c. If the Court does not grant final approval of the Settlement, or if the Court’s final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Maximum Settlement Amount, except that Defendant shall pay the Settlement Administrator’s reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement. In the event that the Court awards a lesser-than-sought Class Representative Payment or Class Counsel Fees and Expenses Payment, the difference between the amounts awarded and sought will not revert back to Defendant, but will revert to the Net Settlement Amount for pro rata distribution.
  
- d. Together with the motion for final approval, Plaintiff will present a proposed Judgment to the Court for its approval and entry, in substantially the form evidenced by Exhibit F to this Agreement. After entry of the Judgment, the Court will have continuing jurisdiction over the Settlement for purposes of enforcing this Agreement.
  
- e. **Opting In for FLSA Collective Members.** Checks will be distributed after the Effective Date as further detailed in Section III.I.8 below. FLSA Collective members will have ninety (90) days after the issuance of the settlement checks to deposit, cash, or otherwise negotiate their checks in order to opt into the FLSA settlement. Those FLSA Collective Members who do not cash their settlement checks by the deadline will be foreclosed from and be deemed to have waived any right to participate in the Action and the Settlement, but will not bound by this Agreement, release any claims covered by this Agreement, or otherwise waive any rights that would be impacted by this Agreement. All checks that have not been cashed within ninety (90) days after issuance will be voided.
  
- f. **Settlement Check to Confirm FLSA Release.** Settlement Checks shall contain language in the endorsement section that states, or is substantially similar to:

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CONSENT TO JOIN AND RELEASE OF CLAIMS

By depositing, cashing, or otherwise negotiating this check, I voluntarily consent to join the Fair Labor Standards Act collective action as a party plaintiff in *Quesada v. Meta Platforms, Inc.*, Case No. [insert case number], pending in the San Bernardino Superior Court; have a redacted copy of this signed endorsement filed with the Court; and be bound by the Settlement Agreement and release of claims in that case.

g. Within thirty (30) days of the expiration of the original check cashing period, the Settlement Administrator shall identify all California Class and FLSA Collective members who cashed their checks. The Settlement Administrator will collect images of the front and back of the check endorsed and cashed by FLSA Collective members and provide them, along with a declaration to authenticate them, to Class Counsel. Within ten (10) days of receipt of the endorsed check images, Class Counsel will file the endorsed check images with the Court, redacting all personally identifying information except for the FLSA Collective member’s name.

5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will unethically solicit any Class Member to opt in to the Settlement, object to the Settlement, appeal from the Judgment, or opt out of the Settlement. This provision does not, however, prevent Class Counsel from advising any Class Member who contacts them about the settlement. This provision does not prevent Class Counsel from contacting any Class Member who objects or opts out of the Settlement to ensure that the Class Member understands the consequences of objecting or opting out.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, California Class members who did not timely submit an objection to the Settlement, FLSA Collective Members who timely opted in to this Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

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7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court’s decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court’s decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court’s award of the Class Representative Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

8. **Timing of Settlement Payments.** Within thirty (30) days of the Effective Date, Defendant will transfer the Maximum Settlement Amount to the Settlement Administrator via wire transfer. Within fourteen (14) days thereafter, the Settlement Administrator will pay to Class Members the Settlement Shares; to Aggrieved Employees the PAGA Payments; to Plaintiff, the Class Representative Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the LWDA the LWDA Payment.

9. **Check Cashing Deadline.** A California Class or FLSA Collective member must cash their Settlement Share check within ninety (90) calendar days after it is mailed to them. Reissued checks shall expire within thirty (30) days of re-issuance or upon the initial 90-day deadline, whichever is later, provided that no check shall be issued after the initial 90-day deadline. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. If a Class Member fails to cash their Settlement check within the 90-day time period, or within thirty (30) days of reissuance, whichever is later, the Settlement Administrator will cancel the check(s). Class Members who have not cashed their checks within thirty (30) days of the initial check mailing will receive a reminder letter in the mail, substantially in the form of Exhibit D and E, reminding them about the time period to cash their check and explaining how to request a new check if they did not receive their check or lost it.

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**10. Redistributing Unclaimed Funds.** Any funds remaining as a result of uncashed checks will be redistributed once more to California Class and FLSA Collective members who cashed their initial check. The amount of the second distribution will be pro rata based on the number of points earned by each eligible California Class or FLSA Collective member compared to the aggregate number of points earned by all eligible California Class and FLSA Collective members. The Settlement Administrator will follow the same process described in the previous Paragraph for issuing, reminding, and canceling checks.

**11. Cy Pres.** Any funds remaining in the QSF as a result of uncashed checks following the expiration of the second distribution’s check-cashing deadline shall be transmitted to Legal Aid at Work in accordance with California Code of Civil Procedure § 384.

**J. Release and Waiver of Claims.**

**1. Plaintiff.** In consideration of Plaintiff’s awarded Class Representative Payment, Plaintiff’s Settlement Share, and the other terms and conditions of the Settlement, as of the date the Settlement becomes Final, Plaintiff releases any and all known and unknown claims against Defendant and any of its past and present owners(s), officers, directors, managers, insurers, and attorneys (collectively, “Released Parties”), and waives the protection of California Civil Code section 1542.

**2. California Class Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, all California Class Members (other than those California Class Members who timely and validly request exclusion from the Settlement) will waive and release any and all claims, demands, rights, liabilities, penalties, fees, and causes of action that were or could have been asserted based on the facts alleged in the Action (whether in tort, contract, statute or otherwise) during the Class Period, including, but not limited to, for alleged violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2800, 2802, or any claims based on the foregoing allegations: failure to pay all wages owed, including minimum, straight, and overtime wages; failure to properly calculate the regular rate of pay; failure to provide compliant meal periods or rest breaks or to pay meal period or rest break premiums; failure to provide accurate and/or compliant wage statements; failure to reimburse all reasonable and necessary business expenses; failure to timely pay wages during employment or upon separation; or violation of California Business and Professions Code § 17200 *et seq.* by engaging in the foregoing conduct, the applicable Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*, and any other related federal, state, or municipal law.

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- 3. **Aggrieved Employees.** In addition, all Aggrieved Employees, regardless of whether they opt out of the Settlement, release any and all claims for civil penalties pled under PAGA in the LWDA Notice and in the complaint or that could have been pled based on the facts alleged in the complaint and that accrued during their employment with Meta during the PAGA Period.
  
- 4. **FLSA Collective Members.** In consideration for their awarded Settlement Shares, as of the date the Settlement becomes Final, by cashing the settlement checks, the FLSA Collective Members will waive and release all claims for unpaid wages including minimum, straight, and overtime wages, along with liquidated damages, penalties, attorneys’ fees, and costs on those claims under federal, state, municipal, and local law, including claims under the FLSA, against Defendant and the Released Parties during the Collective Period.
  
- 5. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys’ fees and/or expenses related to the Covered Claims, other than those specified in this Agreement.

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**6. Plaintiff's General Release.** Plaintiff, as the Class Representative, shall separately release the following: any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Released Parties, for whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance, regulation, common law, or other course of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's released claims include, but are not limited to, the claims released by California Class members, as well as any other claims under any provision of the FLSA, the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Fair Employment and Housing Act; the California Family Rights Act; the Unruh Civil Rights Act; California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to §§ 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disability Act, 42 U.S.C. § 12101 *et seq.*; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Credit Reporting Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, and all of their implementing regulations and interpretive guidelines

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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Plaintiff warrants that she has read this agreement, including this waiver of California Civil Code § 1542, and that she has consulted with or had the opportunity to consult with his counsel about this agreement and specifically about the waiver of § 1542, and that she understands this agreement and the § 1542 waiver, and so she freely and knowingly enters into this agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or material facts.

**K. No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Class Members, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

**L. Miscellaneous Terms.**

**1. No Admission of Liability.**

**a.** Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

**b.** The Parties agree that the motion for preliminary approval seeking, *inter alia*, certification of a class and collective is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class or collective certification is proper for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (a) a class should be certified as Plaintiff proposed or (b) Defendant is liable to Plaintiff or the Classes as Plaintiff alleges.

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- c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, or by counsel for all Parties or their successors-in-interest.
- 4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 6. **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.

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- 7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Covered Claims and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 8. **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.
- 9. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.
- 10. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties exchange them between themselves. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

**IV. EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: 21 October, 2025

PLAINTIFF SHERRY LYNN QUESADA

By: *Sherry Quesada*  
Sherry Lynn Quesada

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Dated: 10/19/2025, 2025

DEFENDANT META PLATFORMS, INC.

By: Heidi Swartz  
Heidi Swartz

Its: VP, Deputy General Counsel  
Head of Employment Law & Investigations

Dated: 10/21/2025, 2025

OUTTEN & GOLDEN LLP

By: 

Justin M. Swartz  
Attorney for Plaintiff

Dated: 10/17/2025, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: Erin Connell

ERIN M. CONNELL  
Attorney for Defendant  
Meta Platforms, Inc.