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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 19 **COUNTY OF ALAMEDA**

20 SANDY ELLIS, individually and on behalf of  
 21 other members of the public similarly situated,  
 22 and as an aggrieved employee and Private  
 23 Attorney General,

24 Plaintiff,

25 vs.

26 PAYLOCITY CORPORATION, an Illinois  
 27 corporation; and DOES 1 through 50,  
 28 inclusive,

Defendants.

Case Nos. 22CV014356 and 22CV014349

*Assigned for all purposes to: Hon. Tara Desautels, Dept. 23*

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

Filed date: July 14, 2022  
 Trial date: None

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

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Sandy Ellis, individually and on behalf of the Class and Defendant Paylocity Corporation.

**DEFINITIONS**

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" collectively refers to *Ellis v. Paylocity Corporation*, Case No. 22CV014356 (filed July 14, 2022) and Case No. 22CV014349 (filed July 14, 2022), pending before the Alameda County Superior Court.

3. "Class Counsel" means, collectively, Protection Law Group, LLP and Lawyers for Justice, PC.

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed one-third of the Gross Settlement Amount, *i.e.* Two Hundred and Fifty Thousand Dollars (\$250,000.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-one (21) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of employment by Defendant in the State of California as a salaried account executive; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA

1 Period; and (8) any other information required by the Settlement Administrator in order to  
2 effectuate the terms of the Settlement.

3 6. "Class" or "Class Members" means all current and former salaried account  
4 executives of Defendant who worked for Defendant in the State of California at any time during  
5 the Class Period.

6 7. "Class Period" means the period from July 14, 2018, through January 24, 2024.

7 8. "Class Representative" means Plaintiff Sandy Ellis in her capacity as representative  
8 of the Participating Class Members.

9 9. "Class Representative Enhancement Payment" means the amount that the Court  
10 authorizes to be paid to Plaintiff Sandy Ellis in addition to her Individual Settlement Payment, in  
11 recognition of the efforts and risks she has taken in assisting with the prosecution of the Action  
12 and in exchange for the General Release of her claims as provided herein.

13 10. "Court" means the Superior Court of the State of California for the County of  
14 Alameda.

15 11. "Defendant" means Paylocity Corporation.

16 12. "Effective Date" means: the later of: (a) if no timely objections are submitted or if  
17 all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an  
18 objection is submitted and not withdrawn, the date for filing an appeal and no such appeal being  
19 filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such  
20 appeal in a way that does not alter the terms of the settlement

21 13. "Final Approval" means the Court entering an order granting final approval of the  
22 Settlement Agreement.

23 14. "Gross Settlement Amount" means the sum of Seven Hundred and Fifty Thousand  
24 Dollars (\$750,000). The Gross Settlement Amount is non-reversionary; no portion of the Gross  
25 Settlement Amount will return to Defendant. This is the maximum possible amount that may be  
26 paid by Defendant to resolve the Action, with the limited exceptions of: (1) Defendant's  
27 responsibility for the employer's share of taxes associated with the Class Members' Individual  
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1 Settlement Payment; and (2) the additional amount to be paid, if any, due to a possible increase of  
2 the Gross Settlement Amount as described in Paragraph 37.

3 15. "Individual Settlement Payment" means the amount payable from the Net  
4 Settlement Amount to each Participating Class Member and any payment a PAGA Member is  
5 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
6 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
7 and/or PAGA Members.

8 16. "Net Settlement Amount" means the funds available for payments to the Class,  
9 which shall be amount remaining after the following amounts are deducted from the Gross  
10 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement  
11 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff Ellis; and (5)  
12 the PAGA Payment to the LWDA and PAGA Members.

13 17. "Notice" means the Notice of Class Action Settlement in a form substantially  
14 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known  
15 addresses and which will provide Class Members with information regarding the Action and  
16 information regarding the settlement of the Action.

17 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004  
18 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in  
20 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
21 2698, *et seq.*) ("PAGA"). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the  
22 Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Seventy  
23 Five Percent (75%) of this amount (\$37,500.00) will be paid to the California Labor and Workforce  
24 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%)  
25 of this amount (\$12,500.00), will be distributed to PAGA Members. PAGA Members will receive  
26 payment from the employee portion of the PAGA Payment regardless of their decision to  
27 participate in the class action if the PAGA Payment is approved by the Court.

1           20.    “PAGA Period” means the period from January 14, 2021, through January 24,  
2 2024.

3           21.    “PAGA Members” means all current and former salaried account executives of  
4 Paylocity Corporation who worked for Paylocity Corporation in California at any time during the  
5 PAGA Period.

6           22.    “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
7 Plaintiff or Defendant, individually.

8           23.    “Participating Class Members” means all Class Members who do not submit valid  
9 and timely Requests for Exclusion.

10          24.    “Plaintiff” means Sandy Ellis.

11          25.    “Preliminary Approval” means the Court order granting preliminary approval of  
12 the Settlement Agreement.

13          26.    “Objection” means a Participating Class Member’s valid and timely written  
14 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the  
15 objector’s full name, address, telephone number, last four digits of the employees social security  
16 number and/or employee ID number; (b) the name of the case and case number; and (c) a written  
17 statement of all grounds for the objection accompanied by legal support, if any, for such objection.

18          27.    “Released Class Claims” means all causes of action that were alleged in the  
19 operative complaint in the Action, or that could have been alleged based on the factual allegations  
20 therein, including but not limited to all of the following claims for relief: (a) failure to pay overtime  
21 wages; (b) failure to pay minimum wages; (c) failure to provide proper meal periods, and to  
22 properly provide premium pay in lieu thereof; (d) failure to authorize and permit rest breaks, and  
23 to properly provide premium pay in lieu thereof; (e) improper and/or inaccurate wage statements;  
24 (f) failure to maintain required records; (g) waiting time penalties for untimely final pay; (h) failure  
25 to timely pay wages during employment; (i) failure to reimburse; (j) unfair business practices; (k)  
26 any other claims or penalties under the wage and hour laws that could be premised upon the factual  
27 allegations contained within the operative complaint in the Action; and (l) all damages, penalties,

1 interest and other amounts recoverable based upon the factual allegations in the complaint under  
2 California and federal law, to the extent permissible, including but not limited to the California  
3 Labor Code, the applicable Wage Orders, and the California Unfair Competition Law. The  
4 “Released Class Claims” is limited to claims that arose within the Class Period.

5 28. “Released PAGA Claims” means all claims under the California Labor Code  
6 Private Attorneys General Act of 2004 for civil penalties that could have been premised on the  
7 facts alleged both in the PAGA Letter to the LWDA and in the operative complaint including but  
8 not limited to penalties that could have been awarded pursuant to Labor Code sections 201, 202,  
9 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 558, 2800,  
10 2802, and 2699.

11 29. “Released Parties” means Defendant Paylocity Corporation, and its past, present  
12 and/or future officers, directors, members, managers, employees, agents, representatives,  
13 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,  
14 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

15 30. “Request for Exclusion” means a valid and timely written statement submitted by  
16 a Class Member requesting to be excluded from the settlement of the Released Class Claims. To  
17 be effective, the Request for Exclusion must contain (a) the Class Member’s name, address,  
18 telephone number, the last four digits of the Class Member’s Social Security number and/or the  
19 Employee ID number; and (b) a clear statement requesting to be excluded from the settlement of  
20 the class claims. To be effective, the Request for Exclusion must be post-marked by the Response  
21 Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be  
22 effective as to the release of claims arising under the Private Attorneys General Act.

23 31. “Response Deadline” means the date forty-five (45) days after the Settlement  
24 Administrator mails Notice to Class Members and the last date on which Class Members may  
25 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the  
26 event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended  
27 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for  
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1 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days  
2 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th  
3 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended  
4 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be  
5 extended by express agreement between Class Counsel and Defendant. Under no circumstances,  
6 however, will the Settlement Administrator have the authority to unilaterally extend the Response  
7 Deadline.

8 32. "Settlement" means the disposition of the Action pursuant to this Agreement.

9 33. "Settlement Administrator" means APEX. The Parties each represent that they do  
10 not have any financial interest in the Settlement Administrator or otherwise have a relationship  
11 with the Settlement Administrator that could create a conflict of interest.

12 34. "Settlement Administration Costs" mean the costs payable from the Gross  
13 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
14 but not limited to, printing, distributing, and tracking documents for this Settlement,  
15 calculating/confirming the class member Workweeks from the information contained in the Class  
16 List, calculating each Participating Class Member's Individual Settlement Payment, calculating  
17 the PAGA Portion of the PAGA Members individual settlement payment, tax reporting,  
18 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other  
19 duties and responsibilities set forth herein to process this Settlement, and as requested by the  
20 Parties. Settlement Administration Costs shall not exceed Six Thousand Nine Hundred Dollars  
21 (\$6,900.00).

22 35. "Workweek" means and includes any weeks during which a Class Member or  
23 PAGA Member performed work for Defendant in California during the Class Period (as reflected  
24 in Defendant's records of each Class Member's dates of employment and pay records). If possible,  
25 Workweek may exclude weeks where, based on Defendant's pay records, a Class Member did not  
26 perform any work even if he or she was employed by Defendant, *i.e.*, due to a vacation or leave of  
27 absence.

**TERMS OF AGREEMENT**

1  
2 36. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and  
3 all applicable employer-side payroll taxes following Final Approval by the Court and the  
4 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:  
5 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment,  
6 Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as  
7 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement  
8 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant  
9 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement  
10 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

11 37. Potential Increase to the Gross Settlement Amount: Defendant has represented  
12 there are approximately 20,000 Workweeks between July 14, 2018, and October 24, 2023. Should  
13 the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (*i.e.*  
14 to more than 22,000 Workweeks) Defendant shall increase the Gross Settlement Amount on a *pro-*  
15 *rata* basis equal to the percentage increase in the number of Workweeks worked by the Class  
16 Members above 10%. Defendant may elect to shorten the release periods prior to January 24, 2024,  
17 in order to avoid triggering this escalator clause, in whole or in part.

18 38. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of  
19 the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all  
20 applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established  
21 by the Settlement Administrator. Defendant shall provide all information necessary for the  
22 Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit  
23 state unemployment insurance tax ID number, and other information requested by the Settlement  
24 Administrator, no later than fourteen (14) calendar days of the Effective Date.

25 39. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days  
26 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)  
27 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development



1 Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel's Fees and Costs  
2 and (e) Settlement Administration Costs.

3 40. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or  
4 motion by Class Counsel for attorneys' fees of not more than Two Hundred and Fifty Thousand  
5 Dollars (\$250,000.00) plus the reimbursement of costs and expenses associated with the litigation  
6 and settlement of the Action, in an amount not to exceed Twenty-Five Thousand Dollars  
7 (\$25,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the  
8 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net  
9 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.  
10 The amount of attorneys' fees shall include all past and future attorneys' fees incurred in the Action  
11 – including, without limitation, all time expended by Class Counsel in the Action or in defending  
12 the Stipulation and securing final approval of the Stipulation (including any appeals thereof). Even  
13 in the event that the Court reduces or does not approve the award of attorneys' fees discussed in  
14 this paragraph, Class Representative and Class Counsel shall not have the right to revoke this  
15 Agreement.

16 41. Class Representative Enhancement Payment: Defendant agrees not to oppose or  
17 object to any application or motion by Plaintiff for Class Representative Enhancement Payment of  
18 Seven Thousand Five Hundred Dollars (\$7,500.00) for Plaintiff Ellis. The Class Representative  
19 Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claim  
20 and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the  
21 requested Class Representative Enhancement Payment that is not awarded to the Class  
22 Representative shall be reallocated to the Net Settlement Amount and distributed to Participating  
23 Class Members as provided in this Agreement. Even in the event that the Court reduces or does  
24 not approve the enhancement awards discussed in this paragraph, Class Representative and Class  
25 Counsel shall not have the right to revoke this Stipulation.

26 42. Settlement Administration Costs: The Settlement Administrator will be paid for the  
27 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
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1 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall  
2 not exceed Six Thousand Nine Hundred Dollars (\$6,900.00).

3 43. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the  
4 Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The  
5 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty  
6 Seven Thousand Five Hundred Dollars (\$37,500.00), to the California Labor and Workforce  
7 Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars (\$12,500.00), will be  
8 distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked  
9 by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of  
10 the PAGA Payment regardless of their decision to opt-out of the class settlement.

11 44. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount  
12 will be used to satisfy the class portion of Participating Class Members Individual Settlement  
13 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount  
14 is as follows:

|    |  |    |            |
|----|--|----|------------|
| 15 | Gross Settlement Amount                | \$ | 750,000.00 |
| 16 | Enhancement Payment:                   | \$ | 7,500.00   |
| 17 | Class Counsel's Fees:                  | \$ | 250,000.00 |
| 18 | Class Counsel's Costs:                 | \$ | 25,000.00  |
| 19 | PAGA Payment                           | \$ | 50,000.00  |
| 20 | Settlement Administration Costs:       | \$ | 6,900.00   |
| 21 | <b>Estimated Net Settlement Amount</b> | \$ | 410,600.00 |

22 45. Individual Settlement Payment Calculations: Individual Settlement Payments will  
23 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for  
24 PAGA Members and shall be paid pursuant to the formula set forth herein:

25 a) Calculation of Class Portion of Individual Settlement Payments: The  
26 Settlement Administrator will calculate pro rata payments to Class Members based on each Class  
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1 Member's number of eligible Workweeks during the Class Period as reflected on Defendant's  
2 records of each Class Member's dates of employment and pay records, with a 3x multiplier for the  
3 Workweeks worked between March 19, 2020, and June 15, 2021. This payment shall be calculated  
4 as follows: (1) the Settlement Administrator will divide the number of Workweeks worked by each  
5 Class Member by the total Workweeks of all Class Members, with a 3x multiplier for the  
6 Workweeks between March 19, 2020, and June 15, 2021, and (2) multiply the resulting fraction  
7 by the Net Settlement Amount allocated for distribution to Participating Class Members.

8                   b)       Calculation of PAGA Portion of Individual Settlement Payments:

9 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by  
10 adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
11 respective Workweeks for each PAGA Member, with a 3x multiplier for the workweeks between  
12 January 14, 2021, and June 15, 2021, will be divided by the total Workweeks for all PAGA  
13 Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
14 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
15 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this  
16 portion of their Individual Settlement Payment regardless of whether they opt out of the  
17 participation regarding the class claims.  
18

19                   c)       Allocation of Individual Settlement Payments: The Class Portion of  
20 each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each  
21 Individual Settlement Payment will be allocated as wages and eighty percent (80%) shall be  
22 allocated as interest and penalties. The PAGA Portion of each Individual Settlement Payment will  
23 be allocated 100% as Penalties. The portion of the Individual Settlement Payment allocated to  
24 wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-  
25 wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

26       46.   No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
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1 Participating Class Members under this Settlement, as well as any other payments made pursuant  
2 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
3 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
4 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and  
5 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not  
6 affect any rights, contributions, or amounts to which any Class Members may be entitled under  
7 any benefit plans.

8 47. Settlement Administration Process: The Parties agree to cooperate in the  
9 administration of the Settlement and to make all reasonable efforts to control and minimize the  
10 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will  
11 provide the following services:

- 12 a) Establish and maintain a Qualified Settlement Fund.
- 13 b) Calculate the Individual Settlement Payment each Participating Class  
14 Member is eligible to receive and the portion of the PAGA Payment each  
15 PAGA Member shall receive.
- 16 c) Print and mail the Notice.
- 17 d) Conduct additional address searches for mailed Notices that are returned as  
18 undeliverable.
- 19 e) Process Requests for Exclusion, field inquiries from Class Members,
- 20 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and  
21 1099 Tax Forms and any other filings required by any governmental taxing  
22 authority.
- 23 g) Provide declarations and/or other information to this Court as requested by  
24 the Parties and/or the Court regarding the settlement administration process.
- 25 h) Provide weekly status reports to counsel for the Parties.
- 26 i) Post a notice of final judgment online at Settlement Administrator's  
27 website.

1           48.    Delivery of the Class List: Within twenty-one (21) calendar days of Preliminary  
2 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material  
3 term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the  
4 Agreement.

5           49.    Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the  
6 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members  
7 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in  
8 the Class List.

9           50.    Confirmation of Contact Information in the Class List: Prior to mailing, the  
10 Settlement Administrator will perform a search based on the National Change of Address Database  
11 for information to update and correct for any known or identifiable address changes. Any Notice  
12 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
13 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
14 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
15 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
16 the correct address using a skip-trace, or other search using the name, address and/or Social  
17 Security number of the Class Member involved, and will then perform a single re-mailing. If any  
18 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a  
19 current employee, then Defendant shall make all reasonable efforts to obtain the current address  
20 from the Class Member and provide the same within seven (7) calendar days of notice from the  
21 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-  
22 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or  
23 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek  
24 dispute.

25           51.    Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
26 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
27 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked

1 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement  
2 Payment and the formula for calculating Individual Settlement Payments; (f) the total number of  
3 Workweeks each respective PAGA Member worked for Defendant during the PAGA Period; (g)  
4 the dates which comprise the Class Period; (h) the dates which comprise the PAGA Period; (i)  
5 instructions on how to opt-out of and object to the Class Portion of the Settlement; (j) the deadlines  
6 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,  
7 or Workweek Disputes; (k) the claims to be released, as set forth herein; and (l) the date for the  
8 final approval hearing.

9       52. Disputed Information on Notice: Class Members will have an opportunity to  
10 dispute the information provided in their Notice. To the extent Class Members dispute the number  
11 of Workweeks with which they have been credited or the amount of their Individual Settlement  
12 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
13 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's  
14 records will be presumed determinative. However, if a Class Member produces evidence to the  
15 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
16 Member and the Parties will make the final decision as to the number of eligible Workweeks that  
17 should be applied and/or the Individual Settlement Payment to which the Class Member may be  
18 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

19       53. Defective Submissions: If a Class Member's Request for Exclusion is defective as  
20 to the requirements listed herein, that Class Member will be given an opportunity to cure the  
21 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)  
22 business days of receiving the defective submission to advise the Class Member that his or her  
23 submission is defective and that the defect must be cured to render the Request for Exclusion valid.  
24 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar  
25 days from the date of the cure letter, whichever date is later, to postmark a revised Request for  
26 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the  
27 Settlement Administrator will have no further obligation to give notice of a need to cure. If the  
28

1 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

2 54. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
3 release of the Released Class Claims must sign and postmark a written Request for Exclusion to  
4 the Settlement Administrator by the Response Deadline. The Request for Exclusion must include  
5 (a) the Class Member's name, address, telephone number, and the last four digits of the Class  
6 Member's Social Security number and/or the Employee ID number and (b) a clear statement  
7 requesting to be excluded from the settlement of the class claims. The date of the postmark on the  
8 return mailing envelope receipt confirmation will be the exclusive means to determine whether a  
9 Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to  
10 the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel  
11 the Requests for Exclusion that were timely submitted. All Class Members who do not request  
12 exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement  
13 is granted final approval by the Court. The Request for Exclusion shall not be effective as to the  
14 release of claims arising under the Private Attorneys General Act.

15 55. Defendant's Right to Rescind: If five percent (5%) or more of the Class Members  
16 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at  
17 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be  
18 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this  
19 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days  
20 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its  
21 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration  
22 Costs incurred to the date of rescission.

23 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
24 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively  
25 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
26 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
27 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
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1 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the  
2 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General  
3 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the  
4 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the  
5 Court.

6 57. Objection Procedures: To object to the Settlement, a Participating Class Member  
7 must postmark a valid Objection to the Settlement Administrator on or before the Response  
8 Deadline. The Objection must be signed by the Participating Class Member and contain all  
9 information required by this Settlement Agreement including the employees full name, address,  
10 telephone number, the last four digits of their social security number and/or Employee ID number,  
11 the name of the case and case number, and the specific reason including any legal grounds for the  
12 Participating Class Members objection. The postmark date will be deemed the exclusive means  
13 for determining that the Notice of Objection is timely. Participating Class Members who fail to  
14 object in the manner specified above will be foreclosed from making a written objection but shall  
15 still have a right to appear at the Final Approval Hearing in order to have their objections heard by  
16 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
17 Participating Class Members to submit written objections to the Settlement or appeal from the  
18 Order and Judgment. Class Counsel will not represent any Class Members with respect to any  
19 objections to this Settlement.

20 58. Certification Reports Regarding Individual Settlement Payment Calculations: The  
21 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
22 which certifies: (a) the number of Class Members who have submitted valid Requests for  
23 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
24 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
25 Administrator will provide to counsel for both Parties any updated reports regarding the  
26 administration of the Settlement Agreement as needed or requested.

27 59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
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1 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
2 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
3 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to  
4 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
5 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
6 Participating Class Members and PAGA Members who did not cash their checks until such time  
7 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”  
8 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid  
9 out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid  
10 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment  
11 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The  
12 Individual Settlement Payments provided to Participating Class Members and to PAGA Members  
13 shall prominently state the expiration date or a statement that the Settlement Check will expire in  
14 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
15 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will  
16 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties  
17 agree no unclaimed funds will result from the settlement.

18 60. Administration of Taxes by the Settlement Administrator: The Settlement  
19 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA  
20 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
21 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible  
22 for forwarding all payroll taxes and penalties to the appropriate government authorities.

23 61. Tax Liability: Defendant makes no representation as to the tax treatment or legal  
24 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not  
25 relying on any statement, representation, or calculation by Defendant or by the Settlement  
26 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that  
27 they will be solely responsible for the payment of any taxes and penalties assessed on the payments

1 described herein. Defendant's share of any employer payroll taxes and other required employer  
2 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's  
3 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement  
4 Amount.

5 62. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
6 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
7 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
8 communication or disclosure between or among the Parties or their attorneys and other advisers,  
9 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
10 or be relied upon as, tax advice within the meaning of United States Treasury Department circular  
11 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
12 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
13 connection with this Agreement, (b) has not entered into this Agreement based upon the  
14 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
15 entitled to rely upon any communication or disclosure by any attorney or adviser to any other party  
16 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or  
17 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
18 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
19 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,  
20 including any transaction contemplated by this Agreement.

21 63. No Prior Assignments: The Parties and their counsel represent, covenant, and  
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
23 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
24 action, cause of action or right herein released and discharged.

25 64. Release by Participating Class Members: Upon the complete funding of the Gross  
26 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating  
27 Class Members shall fully release and discharge the Released Parties from the Released Class

1 Claims that arose during the Class Period. This release shall be binding on all Participating Class  
2 Members.

3 65. Release by the State of California and LWDA: Upon the complete funding of the  
4 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA  
5 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge  
6 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The  
7 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise  
8 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf  
9 of the LWDA based on the same factual predicate as this action and covering the same time period.

10 66. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross  
11 Settlement Amount, Plaintiff Ellis agrees—on behalf of herself only—to the additional following  
12 General Release: In consideration of Defendant’s promises and agreements as set forth herein,  
13 Plaintiff hereby fully release the Released Parties from any and all Released Class Claims and  
14 Released PAGA Claims and also generally release and discharge the Released Parties from any  
15 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have  
16 been or could have been asserted against the Released Parties arising out of or relating to their  
17 employment by Defendant or termination thereof, including but not limited to claims for wages,  
18 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination  
19 of employment. This release specifically includes any and all claims, demands, obligations and/or  
20 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except  
21 provided by the Settlement Agreement) relating to or in any way connected with the matters  
22 referred to herein, whether or not known or suspected to exist, and whether or not specifically or  
23 particularly described herein. Specifically, Plaintiff Ellis waives all rights and benefits afforded by  
24 California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE

1 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
2 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
3 DEBTOR OR RELEASED PARTY.

4 This release specifically excludes claims for unemployment insurance, disability, social  
5 security, and workers compensation (with the exception of claims arising pursuant to California  
6 Labor Code Sections 132(a) and 4553)

7 67. Neutral Employment Reference: Defendant agrees that it will adopt a neutral  
8 reporting policy regarding any future employment references related to Plaintiff. In the event that  
9 any potential or future employers of Plaintiff request a reference regarding Defendant's  
10 employment of Plaintiff Ellis, Defendant shall only provide the requested Plaintiff's dates of  
11 employment, job titles during employment, and final rate of pay. Defendant shall not refer to the  
12 Action or this Settlement.

13 68. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
14 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
15 material term of this Settlement Agreement; or (c) the Settlement does not become final as written  
16 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
17 documents generated to bring it into effect, will be null and void, all amounts deposited into the  
18 QSF will be returned to Defendant, and the Parties shall be returned to their original respective  
19 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement  
20 will likewise be treated as void from the beginning.

21 69. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to  
22 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
23 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)  
24 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
25 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
26 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
27 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the

1 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it  
2 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and  
3 completely approve the Agreement as to the Action will result in this Settlement Agreement and  
4 the Memorandum of Understanding entered into by the Parties, and all obligations under this  
5 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

6 70. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
7 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with  
8 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
9 determine the Final Approval of the Settlement Agreement along with the amounts properly  
10 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class  
11 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class  
12 Counsel will be responsible for drafting all documents necessary to obtain Final Approval, and  
13 will seek to share drafts with Defendant's counsel at least three (3) days before filing them. Any  
14 failure by the Court to fully and completely approve the Settlement Agreement as to all of the  
15 Action, or the entry of any Order by another Court with regard to any of the Action which has the  
16 effect of modifying material terms of this Agreement or preventing the full and complete approval  
17 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement  
18 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose  
19 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to  
20 rescind pursuant to the terms of this Agreement.

21 71. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
22 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
23 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
24 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms  
25 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as  
26 may be appropriate under court rules or as set forth in this Settlement.

27 72. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
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1 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
2 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

3 73. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
4 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
5 agreements may be deemed binding on the Parties.

6 74. Amendment or Modification: This Settlement Agreement may be amended or  
7 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
8 interest and approved by the Court.

9 75. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
10 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
11 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
12 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
13 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
14 counsel will cooperate with each other and use their best efforts to affect the implementation of  
15 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
16 needed to implement the Settlement, or on any supplemental provisions that may become  
17 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
18 to resolve such disagreement.

19 76. Binding on Successors and Assigns: This Settlement Agreement will be binding  
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
21 defined.

22 77. California Law Governs: All terms of this Settlement Agreement and Exhibits  
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 78. Execution and Counterparts: This Settlement Agreement is subject only to the  
25 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
26 counterparts. All executed counterparts and each of them, including facsimile and scanned copies  
27 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
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1 the Parties will exchange among themselves original signed counterparts.

2 79. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
3 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have  
4 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
5 litigation, taking into account all relevant factors, present and potential. The Parties further  
6 acknowledge that they are each represented by competent counsel and that they have had an  
7 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
8 Settlement.

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

13 81. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
14 class certification for purposes of this Settlement only; except, however, that either party may  
15 appeal any court order that materially alters the Settlement Agreement's terms.

16 82. Class Action Certification for Settlement Purposes Only: The Parties agree to  
17 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
18 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
19 that certification for purposes of the Settlement is not an admission that class action certification  
20 is proper under the standards applied to contested certification motions and that this Agreement  
21 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
22 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according  
23 to the Settlement's terms.

24 83. Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
25 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
26 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
27 has violated any federal, state, or local law; violated any regulations or guidelines promulgated

1 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
2 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
3 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
4 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed  
5 as an admission or concession by Defendant of any such violations or failures to comply with any  
6 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
7 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
8 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
9 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
10 local or other applicable law.

11 84. Captions: The captions and section numbers in this Agreement are inserted for the  
12 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
13 provisions of this Agreement.

14 85. Waiver: No waiver of any condition or covenant contained in this Settlement  
15 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
16 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
17 right or remedy.

18 86. Enforcement Action: In the event that one or more of the Parties institutes any legal  
19 action or other proceeding against any other Party or Parties to enforce the provisions of this  
20 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
21 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees  
22 and costs, including expert witness fees incurred in connection with any enforcement actions.

23 87. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
24 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly  
25 against one Party than another merely by virtue of the fact that it may have been prepared by  
26 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
27 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.



1           88.   Representation By Counsel: The Parties acknowledge that they have been  
2 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
3 and that this Agreement has been executed with the consent and advice of counsel and reviewed  
4 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the  
5 Agreement.

6           89.   All Terms Subject to Final Court Approval: All amounts and procedures described  
7 in this Settlement Agreement herein will be subject to final Court approval.

8           90.   Cooperation and Execution of Necessary Documents: The Parties agree to  
9 cooperate to promote participation in the Settlement, and in seeking court approval of the  
10 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
11 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any  
12 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class  
13 Member prior to the funding of the Gross Settlement Amount concerning claims released via this  
14 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims  
15 released via this Agreement during the Settlement approval process prior to the funding of the  
16 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement  
17 approved by the Court.

18           91.   Confidentiality: The Parties and their counsel agree to keep the terms of the  
19 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,  
20 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate  
21 any contact with the press, respond to any press inquiry or have any communication with the  
22 press—before or after the settlement is presented to the Court—about the fact, amount or terms of  
23 the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability  
24 to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes,  
25 including the fulfillment of obligations stated in this Settlement Agreement or limit Class  
26 Counsel's communications with the Class Members in furtherance of approval of this Settlement.

27           92.   Binding Agreement: The Parties warrant that they understand and have full  
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1 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
2 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
3 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
4 provisions that otherwise might apply under federal or state law.

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6 **[SIGNATURES ON FOLLOWING PAGE]**  
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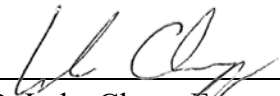
Dated: 6/17/2024

**PLAINTIFF**

DocuSigned by:  
By:   
Sandy Ellis


Dated: June 17, 2024

**PROTECTION LAW GROUP, LLP**

By:   
D. Luke Clapp, Esq.  
Attorney for Plaintiff

Dated: June 17, 2024

**LAWYERS FOR JUSTICE, PC**

By:   
Vartan S. Madoyan, Esq.  
Attorney for Plaintiff

Dated: \_\_\_\_\_

**DEFENDANT**

**PAYLOCITY CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
Alexander M. Chemers  
Daniel Rojas  
Attorneys for Defendant

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Dated: \_\_\_\_\_

**PLAINTIFF**

By: \_\_\_\_\_  
Sandy Ellis

Dated: \_\_\_\_\_

**PROTECTION LAW GROUP, LLP**

By: \_\_\_\_\_  
D. Luke Clapp, Esq.  
Attorney for Plaintiff

Dated: \_\_\_\_\_

**LAWYERS FOR JUSTICE, PC**

By: \_\_\_\_\_  
Vartan S. Madoyan, Esq.  
Attorney for Plaintiff

Dated: June 18, 2024

**DEFENDANT**

**PAYLOCITY CORPORATION**

By: \_\_\_\_\_  
DocuSigned by:  
*Amy Mulchay*  
DFFB0390A2E14E3...

Name: Amy Mulchay

Title: Sr. Employment and Litigation Counsel

Dated: June 20, 2024

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

By: *Alexander M. Chemers*  
Alexander M. Chemers  
Daniel Rojas  
Attorneys for Defendant