

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") is made and entered into by and between Plaintiff Juan Carrillo ("Plaintiff" or "Class Representative"), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant ProteinSimple ("Defendant") (together, Plaintiff and Defendant are referred to as the "Parties" and individually as a "Party").

RECITALS

1. Plaintiff was employed by Defendant from January 2022 until November 2023.
2. On September 11, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant.
3. On September 12, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Juan Carrillo v. ProteinSimple, et al.*, Alameda County Superior Court Case No. 24CV091274, thereby commencing a putative class action against Defendant. That case was subsequently transferred to the Santa Clara County Superior Court and reassigned Case No. 25CV460472 ("Action").
4. On November 18, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Juan Carrillo v. ProteinSimple, et al.*, Alameda County Superior Court Case No. 24CV100081 ("PAGA Action"), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* ("PAGA") against Defendant.
5. On November 25, 2025, Plaintiff submitted an amended written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant. Together, the September 11, 2024 notice and November 25, 2025 amended notice are referred to as the "PAGA Letter."

1 6. The Parties agree that the Parties will stipulate to Plaintiff filing a First Amended Class
2 and Representative Action Complaint (“Operative Complaint”) in the Action, which will, *inter alia*,
3 add the PAGA claims alleged in the PAGA Action.

4 7. The Operative Complaint alleges ten (10) causes of action for violations of the
5 California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to
6 provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant
7 rest periods and premium payments in lieu thereof, failure to timely pay wages during employment,
8 failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure
9 to reimburse necessary business expenses, for violations of California Business & Professions Code
10 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
11 penalties under PAGA based on the aforementioned California Labor Code violations.

12 8. Defendant denies all material allegations set forth in the Action and has asserted
13 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
14 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
15 Released PAGA Claims (as defined herein).

16 9. Class Counsel diligently investigated the class and PAGA claims against Defendant,
17 including any and all applicable defenses and the applicable law. The investigation included, *inter*
18 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
19 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
20 merits of the claims and contentions of the Parties.

21 10. On November 7, 2025, the Parties participated in mediation with Monique Ngo-
22 Bonnici, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions. With the
23 assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein.
24 The Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of
25 an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the
26 costs and risks associated with continued litigation. Based on Class Counsel’s investigation and
27 evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the
28 terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest

of the Class Members, State of California, and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

11. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

12. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 14.

b. “Class” or “Class Member(s)” means all individuals who currently or formerly worked for Defendant in the State of California as hourly, non-exempt employees at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, Alexandra Rose, and Theodore R. Tang of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means information regarding all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator after the Court grants preliminary approval of the Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) last known telephone number; (4) Social Security number; (5) dates of employment as an hourly, non-exempt employee of Defendant during the Class Period; and (6) number of Workweeks during the Class Period; and (7) number of Pay Periods during the PAGA Period.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**,” subject to Court approval, and incorporated by reference in this Agreement.

f. “Class Period” means the period from September 12, 2020, through January 7, 2026.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Santa Clara, or any other court taking jurisdiction of the Action.

i. “Defendant” means Defendant ProteinSimple.

j. “Defendant’s Counsel” means Warren F. Hodges, Matthew B. Seipel, and Jennifer A. Puza of Hanson Bridgett LLP.

k. “Dispute” means a letter submitted by a Class Member disputing the number of Workweeks and/or Pay Periods, which have been credited to them, and which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to the Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

l. “Effective Date” means the following: (i) if no Settlement Class Member objects to the Class Settlement, then the Effective Date will be the date the Court enters the Final Approval Order and Judgment; or (ii) if any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

m. “Employer Taxes” means the amount required to pay all employer-side payroll

1 taxes and contributions required by law for wages paid to employees. Defendant shall pay the
2 Employer Taxes on the wages portion of Individual Settlement Shares, in addition to the Gross
3 Settlement Amount.

4 n. "Enhancement Payment" means the amount to be paid to Plaintiff, in
5 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA
6 Employees, and general release of claims, as set forth in Paragraph 15.

7 o. "Final Approval" means the determination by the Court that the Settlement is
8 fair, reasonable, and adequate.

9 p. "Final Approval Hearing" means the hearing at which the Court will consider
10 and determine whether the Settlement should be granted Final Approval.

11 q. "Final Approval Order and Judgment" means the order granting final approval
12 of the Settlement and entering judgment thereon, in a form and content submitted based on the
13 agreement of the Parties, and ultimately determined by the Court.

14 r. "Gross Settlement Amount" means the amount of Eight Hundred Fifty
15 Thousand Dollars and No Cents (\$850,000.00) to be paid by Defendant in full satisfaction of the
16 Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys' Fees and
17 Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and all Individual
18 Settlement Payments to Settlement Class Members. Defendant shall pay the Employer Taxes
19 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
20 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
21 Settlement Amount is subject to increase under the terms of the Escalator Clause only, as provided in
22 Paragraph 18.

23 s. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
24 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
25 calculated in accordance with Paragraph 20.

26 t. "Individual Settlement Payment" means the net payment of each Settlement
27 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
28 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in

Paragraph 21.

u. "Individual Settlement Share" means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated in accordance with Paragraph 19.

v. "LWDA" means the California Labor and Workforce Development Agency.

w. "LWDA Payment" means the amount of Twenty-Two Thousand Seven Hundred Fifty Dollars and No Cents (\$22,750.00), i.e., 65% of the PAGA Amount, that the Parties have agreed to pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 16.

x. "Net Settlement Amount" means the portion of the Gross Settlement Amount that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and Settlement Administration Costs.

y. "Notice of Objection" means a Settlement Class Member's written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

z. "PAGA Amount" means the allocation of Thirty-Five Thousand Dollars and No Cents (\$35,000.00) from the Gross Settlement Amount. Sixty-five percent (65%) of the PAGA Amount, or \$22,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining thirty-five percent (35%), or \$12,250.00, will be distributed to the PAGA Employees (i.e., the PAGA Employee Amount).

aa. "PAGA Employee(s)" means all individuals who currently or formerly worked for Defendant in the State of California as hourly, non-exempt employees at any time during the PAGA Period.

bb. "PAGA Employee Amount" means the amount of Twelve-Thousand Two

1 Hundred Fifty Dollars and No Cents (\$12,250.00), i.e., 35% of the PAGA Amount, to be distributed
2 to PAGA Employees on a *pro rata* basis based on their Pay Periods.

3 cc. "PAGA Period" means the period from September 11, 2023, through January
4 7, 2026.

5 dd. "PAGA Settlement" means the settlement and resolution of all Released PAGA
6 Claims.

7 ee. "Pay Periods" means the number of pay periods each PAGA Employee worked
8 for Defendant as an hourly-paid, non-exempt employee in California during the PAGA Period.

9 ff. "Plaintiff" means Plaintiff Juan Carrillo.

10 gg. "Preliminary Approval" means the date on which the Court enters the
11 Preliminary Approval Order.

12 hh. "Preliminary Approval Order" means the order granting preliminary approval
13 of the Settlement, in a form and content submitted based on the agreement of the Parties, and ultimately
14 determined by the Court.

15 ii. "Released Class Claims" means any and all claims which were alleged or which
16 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
17 arising during the Class Period, which shall specifically include claims for Defendant's alleged failure
18 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
19 payments, timely pay wages during employment and upon termination, provide accurate wage
20 statements (including sick pay accrual), and reimburse necessary business-related expenses in
21 violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510,
22 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission
23 Wage Order, and California Business and Professions Code sections 17200, *et seq.*

24 jj. "Released PAGA Claims" means any and all claims arising from any of the
25 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
26 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
27 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime
28 and minimum wages, provide compliant meal and rest periods and associated premium payments,

timely pay wages during employment and upon termination, provide compliant wage statements (including sick pay accrual), maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

kk. “Released Parties” means Defendant ProteinSimple and all its past, present, and/or future, direct and/or indirect stockholders, officers, directors, exempt employees, members, principals, managers, agents, representatives, attorneys, insurers, reinsurers, partners, investors, lenders, administrators, parent companies, shareholders, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and any individual or entity who could be liable for any of the Released Class Claims and/or Released PAGA Claims as a joint employer, and Defendant’s counsel of record.

ll. “Request for Exclusion” means a letter or form submitted by a Class Member indicating a request to be excluded from the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

mm. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or Dispute, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline.

nn. “Settlement Administration Costs” means the costs payable from the Gross

Settlement Amount to the Settlement Administrator for administrating the Settlement, as set forth in Paragraph 17.

oo. "Settlement Administrator" means Apex Class Action Administration, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administrating the Settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

pp. "Settlement Class" or "Settlement Class Member(s)" means all Class Members who do not submit a timely and valid Request for Exclusion.

qq. "Workweeks" means the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. Workweeks will be calculated by the Settlement Administrator.

CLASS CERTIFICATION

13. The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiff or any Class Member can establish any of the requisite elements for class treatment of any of the claims in the Action. If, for any reason, the Settlement is not finally approved, this Agreement will be void and the Parties will be restored to their respective positions in the lawsuit as if they had not entered into this Agreement. The Parties further agree that this Settlement Agreement, or any documents or orders issued related to this Settlement, will not be admissible, other than according to the Settlement's terms, in this or any other proceeding as evidence that either: (i) a class action should be certified, or (ii) Defendant is liable to Plaintiff or any Class Member.

TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

14. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees in the amount up to Thirty-Five Percent (35%) of the

Gross Settlement Amount (i.e., \$297,500.00 if the Gross Settlement Amount is \$850,000.00) and reimbursement of Plaintiff's verified litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and No Cents (\$35,000.00), both of which will be paid from the Gross Settlement Amount. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

15. Enhancement Payment. In exchange for a release of all known and unknown claims against Defendant and the Released Parties and for his work in the prosecution of the Action, Defendant agrees not to oppose or impede any application or motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and No Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement Amount, subject to Court approval, will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

16. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Thirty-Five Thousand Dollars and No Cents (\$35,000.00) shall be allocated from the Gross Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which sixty-five percent (65%), or \$22,750.00, will be paid to the LWDA (i.e., the LWDA Payment) and thirty-five percent (35%), or \$12,250.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the Individual PAGA Payments).

17. Settlement Administration Costs. The Settlement Administrator will be paid for the

reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Six Thousand Three Hundred Ninety Dollars and Zero Cents (\$6,390.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and tracking Class Notices and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

18. Escalator Clause. Defendant has represented that the Class Members worked a total of 19,249 workweeks during the period September 12, 2020 through November 7, 2025. If it is determined that the total number of Workweeks worked by the Class Members during the Class Period actually exceeds 19,249 by more than 10% (i.e., if the Workweeks exceed 21,174), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11% to 21,366 Workweeks, then the Gross Settlement Amount will increase by 1%.

19. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share that the Class Member may be

entitled to receive under the Class Settlement.

b. After Final Approval, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield each Settlement Class Member’s final Individual Settlement Share.

20. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiply each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

21. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

22. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities.

1 23. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
2 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
3 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
4 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
5 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
6 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
7 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
8 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
9 Members, and PAGA Employees should consult with their tax advisors concerning the tax
10 consequences of any payment they receive under the Settlement. Plaintiff, Settlement Class Members,
11 and PAGA Employees will defend, indemnify, and hold harmless Class Counsel, Defendant, and the
12 Released Parties from and against claims, taxes, penalties, and/or assessments resulting from treatment
13 of such payments as wages or non-taxable damages.

14 24. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
15 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
16 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
17 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
18 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
19 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
20 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
21 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
23 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
24 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
25 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
26 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
27 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
28 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR

1 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
2 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
4 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S
5 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
6 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
7 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
8 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

9 25. Settlement Awards Do Not Trigger Additional Benefits. It is expressly understood and
10 agreed that all payments made under this Settlement shall not in any way entitle Plaintiff, Settlement
11 Class Members, or any PAGA Employee to additional compensation or benefits or any bonus, contest,
12 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle
13 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K
14 benefits or matching benefits, or deferred compensation benefits(notwithstanding any contrary
15 language or agreement in any benefit or compensation plan document that might have been in effect
16 during the Class Period). Rather, it is the Parties' intention that this Settlement will not affect any
17 rights, contributions, or amounts to which any Class Members or PAGA Employees may be entitled
18 under any benefit plan.

19 26. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
20 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
21 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
22 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
23 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to
24 oppose the motion for preliminary approval of the Settlement consistent with this Settlement
25 Agreement. By way of said motion, Plaintiff will apply for the entry of the Preliminary Approval
26 Order seeking the following:

- 27 a. Conditionally certifying the Class for settlement purposes only;
28 b. Granting Preliminary Approval of the Settlement;

- c. Preliminarily appointing Plaintiff as the representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving as to form and content, the mutually-agreed upon and proposed Class Notice and directing its mailing by First Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether Final Approval of the Settlement should be granted.

27. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2), Class Counsel shall notify the LWDA of the Settlement.

28. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

29. Notice by First-Class U.S. Mail.

a. Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the United States Postal Service National Change of Address (“NCOA”) Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice in English and Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

b. Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member, and perform a single re-mailing within five (5) calendar days.

c. The Parties agree that compliance with the procedures described herein above

1 shall constitute due and sufficient notice to Class Members of the Settlement and shall satisfy the
2 requirements of due process. Nothing else shall be required of or done by the Parties, Class Counsel,
3 or Defendant's Counsel to provide notice of the Settlement.

4 30. Disputes Regarding Workweeks and/or Pay Periods. Class Members will have an
5 opportunity to dispute the number of Workweeks and/or Pay Periods which have been credited to
6 them, as reflected in their respective Class Notices, by submitting a timely and valid Dispute to the
7 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
8 postmark on the return mailing envelope will be the exclusive means to determine whether a Dispute
9 has been timely submitted. Absent evidence rebutting the accuracy of Defendant's records and data
10 as they pertain to the number of Workweeks and/or Pay Periods to be credited to a disputing Class
11 Member, Defendant's records will be presumed to be correct and determinative of the dispute.
12 However, if a Class Member produces information and/or documents to the contrary, the Settlement
13 Administrator will evaluate the materials submitted by the Class Member and the Settlement
14 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that
15 the disputing Class Member should be credited with under the Settlement. The Settlement
16 Administrator's decision on such disputes will be final and non-appealable.

17 31. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
18 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
19 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
20 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
21 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
22 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
23 submitted, and also identify the individuals who have submitted a timely and valid Request for
24 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
25 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
26 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
27 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
28 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will

1 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
2 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
3 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
4 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
5 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to
6 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they
7 submit a Request for Exclusion.

8 32. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
9 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
10 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
11 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
12 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
13 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
14 and complete and which were not), and also attach them to a declaration that is to be filed with the
15 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
16 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
17 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
18 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
19 whether they have submitted a Notice of Objection.

20 33. Reports by the Settlement Administrator. The Settlement Administrator shall provide
21 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
22 Class Notices; (ii) the number of Class Members who have submitted Disputes; (iii) the number of
23 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
24 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
25 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
26 Agreement as needed or requested, and immediately notify the Parties when it receives a request from
27 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
28 Dispute.

1 34. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
2 opt out of the Class Settlement by submitting timely and valid Requests for Exclusion, Defendant has
3 the right to rescind the Settlement Agreement. If Defendant exercises its option to rescind, Defendant
4 shall: (a) provide written notice to Class Counsel within fourteen (14) calendar days of the Settlement
5 Administrator notifying the Parties of the number of Class Members who have submitted a timely and
6 valid Request for Exclusion, and (b) pay all settlement administration costs incurred up to the date of
7 Defendant's notice to rescind. In the event the Settlement is rescinded, the Parties agree that they will
8 proceed in all respects as if this Agreement had not been executed.

9 35. Certification of Completion. Upon completion of administration of the Settlement, the
10 Settlement Administrator will provide a written declaration under oath to certify such completion to
11 the Court and counsel for all Parties.

12 36. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
13 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
14 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
15 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
16 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
17 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
18 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
19 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
20 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final
21 Approval Order and Judgment, which will provide for, in substantial part, the following:

22 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
23 consummation of its terms and provisions;

24 b. Certification of the Settlement Class;

25 c. Approval of the application for Attorneys' Fees and Costs ;

26 d. Approval of the application for Enhancement Payment ;

27 e. Directing Defendant to fund all amounts due under the Settlement Agreement
28 and ordered by the Court; and

1 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
2 conformity with California Rules of Court 3.769 and the Settlement Agreement.

3 37. Funding of the Gross Settlement Amount. No later than fifteen (15) business days after
4 the Effective Date, Defendant will deposit the Gross Settlement Amount and Employer Taxes into a
5 Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et*
6 *seq.*, to be established by the Settlement Administrator. Defendant shall provide all information
7 necessary for the Settlement Administrator to calculate necessary payroll taxes including its official
8 name, 8-digit state unemployment insurance tax ID number, and other information requested by the
9 Settlement Administrator, no later than fifteen (15) business days after the Effective Date.

10 38. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days of
11 the funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
12 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
13 LWDA Payment to the LWDA, Plaintiff's Enhancement Payment to Plaintiff, Class Counsel's
14 Attorneys' Fees and Costs to Class Counsel, and Settlement Administration Costs to itself. The
15 Settlement Administrator shall also set aside the Employer Taxes and all employee-side payroll taxes,
16 contributions, and withholding, and timely forward these to the appropriate government authorities.

17 39. Settlement Checks. The Settlement Administrator will be responsible for undertaking
18 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
19 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
20 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
21 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
22 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
23 Members and PAGA Employees are not required to submit a claim to be issued an Individual
24 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
25 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
26 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
27 associated with such canceled checks shall be distributed by the Settlement Administrator to California
28 Rural Legal Assistance, Inc. (the proposed *cy pres* recipient) in accordance with California Code of
Civil Procedure Section 384. The Parties and their counsel each represent that they do not have any

1 financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could
2 create a conflict of interest. The Settlement Administrator shall undertake amended and/or
3 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
4 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
5 Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return
6 or refund of the amounts that were transmitted to taxing authorities for the employees' share of taxes,
7 contributions, and/or withholding associated with canceled Individual Settlement Payments, all such
8 amounts shall also be transmitted to California Rural Legal Assistance, Inc. Settlement Class
9 Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound by
10 the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are canceled
11 shall, nevertheless, be bound by the PAGA Settlement.

12 40. Class Settlement Release. Upon the Effective Date and full funding of the Gross
13 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
14 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
15 Released Class Claims.

16 41. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
17 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
18 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
19 relinquished, and discharged the Released Parties of all Released PAGA Claims.

20 42. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
21 Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally,
22 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
23 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
24 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
25 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from his employment and/or
26 separation of employment with Defendant, which Plaintiff, at any time up until the execution of this
27 Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release
28 and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing,

1 this Paragraph expressly does not include a release of any claims that cannot be released hereunder by
2 law. Any and all rights granted under any state or federal law or regulation limiting the effect of this
3 Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE
4 HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

10 43. Final Approval Order and Judgment. The Parties shall provide the Settlement
11 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
12 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
13 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
14 Class will be required.

15 44. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
16 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
17 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
18 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
19 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
20 Settlement Agreement.

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

25 46. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
26 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
27 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

28 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
entirety of the Parties' Settlement terms.

1 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
2 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
3 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
4 Approval Hearing to be conducted by the Court.

5 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
6 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
7 except by written agreement signed by counsel for all Parties. After the filing of the motion for
8 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
9 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
10 to Court approval.

11 50. Waiver. No waiver of any condition or covenant contained in this Settlement
12 Agreement or failure to exercise a right or remedy by either of the Parties hereto shall be considered
13 to imply or not constitute a waiver by such Party of the same or any other condition, covenant, right,
14 or remedy.

15 51. Authorization to Enter into Settlement Agreement. Counsel for both Parties warrant
16 and represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
18 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
19 documents required to effectuate the terms of this Settlement Agreement.

20 52. Binding Agreement. The Parties warrant that they understand and have full authority
21 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be
22 fully enforceable and binding on both Parties, and agree that it will be admissible and subject to
23 disclosure in any proceeding to enforce its terms.

24 53. Signatories. It is agreed that because the members of the Class are so numerous, it is
25 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
26 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
27 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
28 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
the same force and effect as if this Settlement Agreement were executed by each Settlement Class
Member and PAGA Employee.

1 54. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 55. California Law Governs. All terms of this Settlement Agreement and attached exhibits
4 hereto will be governed by and interpreted according to the laws of the State of California.

5 56. Execution and Counterparts. This Settlement Agreement is subject only to the
6 execution of all Parties. However, this Settlement Agreement may be executed in one or more
7 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
8 copies of the signature page, will be deemed to be one and the same instrument, provided that counsel
9 for the Parties shall exchange among themselves the signed counterparts.

10 57. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
11 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
12 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
13 account all relevant factors, present and potential. The Parties further acknowledge that they are each
14 represented by competent counsel and that they have had an opportunity to consult with their counsel
15 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if the Court
16 requests, the Mediator may execute a declaration supporting the Settlement and the reasonableness of
17 the Settlement.

18 58. Invalidity of Any Provision. Before declaring any provision of this Settlement
19 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this Settlement
21 Agreement valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the
22 Court shall in no way affect any other provision of this Agreement if Defendant's Counsel and Class
23 Counsel, on behalf of the Parties and the Class, mutually elect in writing to proceed as if such invalid,
24 illegal, or unenforceable provision had never been included in this Agreement.

25 59. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
26 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
27 to implement the Settlement. Plaintiff also agrees that he will not seek to exclude himself from the
28 Settlement and will not object to the Settlement.

1 60. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
2 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
3 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
4 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
5 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
6 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
7 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
9 construed as an admission or concession by Defendant of any such violations or failures to comply
10 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
11 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
12 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
13 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
14 federal, state, local, or other applicable law.

15 61. Captions. The captions and paragraph numbers in this Settlement Agreement are
16 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
17 intent of the provisions of this Settlement Agreement.

18 62. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
20 construed more strictly against one Party than another merely by virtue of the fact that it may have
21 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
22 negotiations between the Parties, both Parties have contributed equally to the preparation of this
23 Settlement Agreement.

24 63. Representation By Counsel. The Parties acknowledge that they have been represented
25 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
26 that this Settlement Agreement has been executed with the consent and advice of counsel, and
27 reviewed in full.

28 64. All Terms Subject to Final Court Approval. All amounts and procedures described in

this Settlement Agreement herein will be subject to final Court approval.

65. Notices. All notices, demands, and other communications to be provided concerning the Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and Class Counsel:

Jonathan M. Genish

jgenish@blackstonepc.com

Karen I. Gold

kgold@blackstonepc.com

Marissa A. Mayhood

mmayhood@blackstonepc.com

Alexandra Rose

arose@blackstonepc.com

Theodore R. Tang

ttang@blackstonepc.com

BLACKSTONE LAW, APC

8383 Wilshire Boulevard, Suite 745

Beverly Hills, California 90211

Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendant:

Warren F. Hodges

whodges@hansonbridgett.com

Matthew B. Seipel

mseipel@hansonbridgett.com

Jennifer A. Puza

jpuza@hansonbridgett.com

HANSON BRIDGETT LLP

425 Market Street, 26th Floor

San Francisco, California 94105

Tel:(415) 777-3200 / Fax:(415) 541-9366

66. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

IT IS SO AGREED.

PLAINTIFF JUAN CARRILLO

Juan Carlos Carrillo

Dated: 01/14/2026

Plaintiff Juan Carrillo

DEFENDANT PROTEINSIMPLE

DocuSigned by:

Shane Bohnen

~~497B6858D8FF4D2...~~

Dated: 2/2/2026 | 9:44 AM CST

Full Name: Shane Bohnen

Title: Senior Vice President, General Counsel
On behalf of Defendant ProteinSimple

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Juan Carrillo v. ProteinSimple **Superior Court of California for the County of Santa Clara, Case No. 25CV460472**

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Juan Carrillo ("Plaintiff") and Defendant ProteinSimple ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Juan Carrillo v. ProteinSimple*, Santa Clara County Superior Court, Case No. 25CV460472 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period.

"Class Period" means the period from September 12, 2020 through January 7, 2026.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 11, 2023 through January 7, 2026.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On September 11, 2024, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. On September 12, 2024, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On November 25, 2025, Plaintiff provided an amended written notice to the LWDA and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated. Together, the September 11, 2024 and November 25, 2025 notices are referred to as the "PAGA Letter." On December 15, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint. ("Operative Complaint") in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Administration as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Juan Carrillo as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Theodore R. Tang
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Eight Hundred Fifty Thousand Dollars and No Cents (\$850,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and No Cents (\$35,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to Plaintiff for his services in the Action; (3) the amount of Thirty-Five Thousand Dollars and No Cents (\$35,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$22,750.00) (“LWDA Payment”) and the remaining 35% (\$12,250.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Three Hundred Ninety Dollars and No Cents (\$3,690.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement

(which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “PAGA Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendant’s Records

According to Defendant’s records:

- **From September 12, 2020 through January 7, 2025 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From September 11, 2023 through January 7, 2025 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator (“Dispute”). The Dispute must: (a) contain the case name and number of the Action (*Juan Carrillo v. ProteinSimple*, Case No. 25CV460472); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements (including sick pay accrual), and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements (including sick pay accrual), maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-249, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount (i.e., \$297,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) (“Enhancement Payment”), in recognition of his services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Three Hundred Ninety Dollars and Zero Cents (\$6,390) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process,

including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Juan Carrillo v. ProteinSimple*, Case No. 25CV467472); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Juan Carrillo v. ProteinSimple*, Case No. 25CV461472); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or**

before **[Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 16 of the Santa Clara County Superior Court, located at 191 N. First St., San Jose, CA 95113, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Class Members may appear at the Final Approval Hearing in person or remotely using the Microsoft Teams link for Department 16 (Morning Session). Instructions for appearing remotely are provided at https://www.sccourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class Members who wish to appear remotely are encouraged to contact Class Counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimize.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting <https://portal.sccourt.org/> or by visiting the clerk's office at the Downtown Superior Court located at 191 N. First St., San Jose, CA 95113. See <https://santaclara.courts.ca.gov/self-help/self-help-topics/self-help-civil/civil-faqs> for more information about hours, requirements, and procedures.

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**