

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Plaintiff Randy Munoz (“Plaintiff”), and Defendants Osram Sylvania Inc. (“OSRAM”) and Sylvania Lighting Services Corp. (“SLS”) (collectively “Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$10,000.00. All Administration Costs shall be paid from the Qualified Settlement Fund.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed 38% of the Gross Fund Value or \$190,000.00, finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants.
- D. **Class**: All non-exempt or hourly-paid current and former employees of SLS who worked in California during the Class Period.
- E. **Class Counsel**: Douglas Han, Shunt Tatavos-Gharajeh, and Phillip Song of Justice Law Corporation.
- F. **Class Member(s)**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- G. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
- H. **Class Period**: The time period from April 6, 2016 to March 7, 2019.
- I. **Class Representative or Plaintiff**: Randy Munoz.
- J. **Class Representative Incentive Payment**: The amount the Court awards to Plaintiff Randy Munoz for his services as a Class Representative, which will not exceed \$10,000.00. This payment shall be paid from the Qualified Settlement Fund and will not be opposed by Defendants. This incentive is subject to approval of the Court. If the Court awards less than the amount

requested, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.

- K. Cost Award:** The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$20,000. The Cost Award will be paid from the Qualified Settlement Fund and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount request, any amount not awarded will become part of the Net Fund Value for distribution to Participating Class Members.
- L. Counsel for Defendants:** Attorneys Michael L. Ludwig and Taylor C. Morosco of Blank Rome LLP.
- M. Defendants:** Osram Sylvania Inc. and Sylvania Lighting Services Corp.
- N. Effective Final Settlement Date:** The effective date of this Settlement will be when Defendants fund the Settlement and the final approval of the Settlement can no longer be appealed, or, if there are no objectors and no Plaintiff in intervention at the time the Court grants final approval of the Settlement, the date the Court enters judgment granting final approval of the Settlement.
- O. Final Judgment, Final Approval, or Judgment:** The final order entered by the Court finally approving this Agreement.
- P. Gross Fund Value or GFV:** The total value of the Settlement of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00). This gross amount is non-revisionary. This is the gross amount Defendants can be required to pay under this Settlement Agreement, which includes without limitation the: (1) Net Fund Value to be paid to Participating Class Members; (2) Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) Class Representative Incentive payment paid to the Class Representative, as approved by the Court; and (4) Administration Costs, as approved by the Court. No portion of the Gross Fund Value will revert to Defendants for any reason.
- Q. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form, as long as they do not opt out of the Settlement.
- R. Net Fund Value or NFV:** The total amount of money available for payout to Participating Class Members, which is the GFV less the Attorney Fee Award, Cost Award, Class Representative Incentive, and Administration Costs. In

other words, the NFV is the portion of the GFV that will be distributed to Class Members who do not request exclusion from the Settlement.

- S. **Operative Complaint:** The class action complaint for damages filed by Plaintiff on August 25, 2020 in the Sacramento Superior Court, Case No. 34-2020-00284677-CU-OE-GDS.
- T. **Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- U. **Parties:** Plaintiff Randy Munoz as an individual and as Class Representative, and Defendants Osram Sylvania Inc. and Sylvania Lighting Services Corp.
- V. **Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- W. **Qualified Settlement Fund or QSF:** A fund within the meaning of Treasury Regulation § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members, Plaintiff, and Class Counsel.
- X. **Released Claims:** The claims that Plaintiff and the other Class Members who have not opted out, and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") are fully and forever irrevocably releasing, in exchange for the consideration provided for by this Agreement, including any and all claims, demands, rights, liabilities, causes of action, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were pled in the Operative Complaint in the Action, or which could have been pled in the Operative Complaint in the Action, including: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to pay all wages; (d) failure to pay prevailing wages; (e) failure to provide meal periods or pay premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods or pay premium pay for non-compliant rest periods; (g) failure to pay all wages upon termination of employment; (h) failure to reimburse necessary business expenses; (i) failure to provide accurate itemized wage statements; and (j) claims for unfair business practices.
- Y. **Released Parties:** Defendants and their past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs,

representatives, accountants, auditors, and consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

- Z.** **Response Deadline:** Sixty (60) calendar days from the initial mailing of the Class Notice.

- AA.** **Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all Class Members. The Settlement Administrator will mail the Class Notice by first class U.S. mail to all Class Members at the address Defendants have on file for those Class Members and/or to the address resulting from the skip trace. The Class Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive the Class Notice after the steps outlined above have been taken will still be bound by the Settlement and/or Final Judgment.

- BB.** **Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is CPT Group, Inc.

- CC.** **Superior Court or Court:** The State of California, Sacramento County Superior Court, Case No. 34-2020-00284677-CU-OE-GDS.

II. RECITALS

- A.** On August 25, 2020, Plaintiff Randy Munoz filed a putative class action against Osram Sylvania Inc., Sylvania Lighting Services Corp., and Ledvance LLC, in Sacramento County Superior Court, Case No. 34-2020-00284677-CU-OE-GDS.

- B.** The Parties engaged in mediation on June 7, 2021. Prior to mediation, the Parties conducted significant investigation and discovery of the facts and law both before and after the lawsuits were filed. Prior to mediation, Defendants produced hundreds of documents relating to its time and pay records and policies, practices, and procedures regarding its wage and hour practices, paying non-exempt employees for all hours worked, non-exempt employees' duty to record their time worked, providing compliant meal periods and rest breaks, paying meal period and rest break premiums, reimbursing business expenses, and payroll and operations. Plaintiff reviewed these records, and specifically the time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of workweeks in the Class Period. Plaintiff also interviewed Class Members who worked for Defendants throughout the Class Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than

sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis.

- C. Benefits of Settlement to Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendants through trial and through any possible appeals. Plaintiff and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel have conducted extensive settlement negotiations, including formal conversations and written correspondence before and after the June 7, 2021 mediation. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.
- D. Defense Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Therefore, Defendants have agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- E. Defendants' Denial of Wrongdoing.** Defendants generally and specifically deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendants assert a number of defenses to the claims, and have denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. Nor should the Agreement be construed as an admission that Plaintiff can serve as adequate Class Representative except for purposes of settlement. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
- F. Plaintiff's Claims.** Plaintiff asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession, or indication by or against Plaintiff, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, Plaintiff and Class Counsel will not

oppose Defendants' efforts to use this Agreement to prove that Plaintiff and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Fund Value.** Subject to the terms and conditions of this Agreement, the maximum Gross Fund Value that Defendants are obligated to pay under this Settlement Agreement is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00).
- B. Class Certification.** Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.
- D. Appointment of Class Representative.** Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Randy Munoz shall be appointed as representative for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Fund Value to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Fund Value that is equal to (i) the number of weeks he or she worked based on the Class data provided by Defendants, divided by (ii) the total number of weeks worked by all Class Members based on

the same Class data, which is then multiplied by the Net Fund Value. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

- 2. Tax Withholdings.** Each Class Member's Individual Settlement Share will be apportioned as follows: 20% will be attributed to wages and 80% will be attributed as interest and penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported on IRS Forms W-2. Payment of all amounts will be made subject to backup withholding unless a duly executed IRS Form W-9 is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported on IRS Forms 1099. The employee share of payroll tax withholdings shall be taken from each persons' Individual Settlement Share.

G. Settlement Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Fund Value:

- 1. To the Plaintiff, Randy Munoz:** In addition to his Individual Settlement Share, and subject to the Court's approval, Plaintiff will receive up to Ten Thousand Dollars and Zero Cents (\$10,000) as a Class Representative Incentive Payment. The Settlement Administrator will pay the Class Representative Incentive Payment out of the Qualified Settlement Fund. Payroll tax withholdings and deductions will not be taken from the Class Representative Incentive Payment. An IRS Form 1099 will be issued to Plaintiff with respect to his Class Representative Incentive Payment. In the event the Court does not approve the entirety of the application for the Class Representative Incentive Payment, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff, the difference shall become part of the NFV and be available for distribution to Participating Class Members.
- 2. To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed thirty-eight percent (38%) or \$190,000 of the GFV and a Cost Award not to exceed \$20,000. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross

Settlement Fund. The Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel, the cost of which, if any, would be subtracted from the Attorney Fee Award. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to these payments. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NFV and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Participating Class Member's portion of normal payroll withholding taxes out of each Participating Class Member's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendants' portion of payroll withholding taxes, of which Defendants' portion shall be paid by Defendants separate and apart from the GFV, and forward those amounts to the appropriate taxing authorities.
4. **To the Settlement Administrator.** The Settlement Administrator, CPT Group, Inc., will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court and not to exceed \$10,000. This will be paid out of the Qualified Settlement Fund. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NFV and be available for distribution to Participating Class Members.
5. **To Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members shall be made from the Qualified Settlement Fund.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that CPT Group, Inc. shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to the putative Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which

is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and distributing the Attorney Fee Award and Cost Award to Class Counsel; printing and providing Class Members and Plaintiff with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State Controller's Office in the name of the Settlement Class member under the unclaimed property laws; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in CPT Group, Inc. or otherwise have a relationship with CPT Group, Inc. that could create a conflict of interest.

I. CIRCULAR 230 DISCLAIMER. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that:

- (1) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);
- (2) The Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and
- (3) No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Procedure for Approving Settlement.

1. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiff will move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice within a reasonable time after full execution of this Agreement.

- b. At the Preliminary Approval hearing, the Plaintiff will support the granting of the motion and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- c. Should the Court decline to conditionally certify the Class or Preliminarily Approve all material aspects of the Settlement (not including the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive), the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Incentive.

2. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice in accordance with the following procedure:

- a. Within thirty (30) calendar days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) full name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; and (5) the total number of weeks during which the Class Member performed any actual work during the Class Period as a member of the Class ("Database"). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all former Defendants employee Class Members. The Database shall be based on Defendants' payroll, personnel, and other

business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

- b.** Within ten (10) business days after receipt of this information from Defendants, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all former Defendants employee Class Members.
- c.** If a Class Notice is returned because of an incorrect address, within ten (10) days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or forwarded mail, will have additional ten (10) days from the Response Deadline to postmark a Request for Exclusion, serve an objection to the Settlement, or dispute the number of weeks worked. The Settlement Administrator shall mark on the envelope whether the Class Notice is a re-mailed notice.
- d.** Class Members may dispute the information provided in their Class Notice, but must do so in writing, via first class mail, and it must be postmarked by the Response Deadline. To the extent Class Members dispute the number of weeks to which they have been credited or the amount of their Individual Settlement Share, Class Members must produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Parties will

evaluate the evidence submitted by the Class Member and will make the final decision as to the number of eligible weeks that should be applied and/or the Individual Settlement Share to which the Class Member may be entitled.

- e. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion received.
- f. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel no later than ten (10) days before the Final Approval hearing. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the Settlement must do so in writing, and must have the objection signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline. The timeframe to submit an objection will not be increased for returned mailings.

a. Format. Any Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

b. Notice of Intent to Appear. Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel.

4. Request for Exclusion from the Settlement ("Opt Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the

Class Member's first and last name, address, telephone number, and social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

- a. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent Judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent Judgment, regardless of whether he or she has objected to the Settlement.
 - b. Report.** No later than ten (10) calendar days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
 - c. Defendants' Option to Renegotiate.** If more than ten percent (10%) of the Class Members submit requests for exclusion, Defendants, at their sole option, have the right to negate the settlement within thirty (30) calendar days of learning that 10% or more of the Settlement Class member timely and properly requested exclusion from the Settlement.
- 5. No Solicitation of Objection or Requests for Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.

6. Motion for Final Approval.

- a. Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) the Administrative Costs; and (4) the Class Representative Incentive. Class Counsel will also move the Court for and order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Class Members who do not opt out of the Settlement.
 - b. If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Fund Value or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Incentive, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - c. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-Judgment proceeding and appellate proceeding, such as a motion to vacate or set aside Judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-Judgment proceeding.

- 8. Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Fund Value, an alteration in the calculation of the Net Fund Value, and any change to the calculation of the Individual Settlement Share. A material modification would not include any alteration of the Attorney Fee Award, the Cost Award, the Class Representative Incentive, or the Administration Costs.
- 9. Disbursement of Settlement Shares and Payments.** Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Superior Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Fund Value. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Fund Value. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel.
- a. **Funding the Settlement:** No later than thirty (30) calendar days after the Effective Final Settlement Date, Defendants shall pay the Gross Fund Value of Five Hundred Thousand Dollars (\$500,000) into the Qualified Settlement Fund set up by the Settlement Administrator by wiring the funds. Defendants shall also at this time provide any tax information that the Settlement Administrator may need to calculate each Participating Class Members' Individual Settlement Share.
 - b. **Disbursement:** Within fifteen (15) business days after the Settlement is funded, the Settlement Administrator shall calculate and pay all payments due under the Settlement Agreement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Incentive, and the Administration Costs.
 - c. **QSF:** The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and

such election statement shall be attached to the appropriate returns as required by law.

10. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the State Controller's Office in the name of the Settlement Class member under the unclaimed property laws.

11. Final Report by Settlement Administrator. Within ten (10) calendar days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds.

12. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.

K. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

L. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Incentive Payment to the Plaintiff in an amount not to exceed \$10,000.00 (Ten Thousand Dollars and No Cents), in recognition of his work and efforts in obtaining the benefits for the Class, and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff also gives the following general release of claims for himself and his respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of,

based upon, or relating to his employment with Defendants or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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

This release excludes any release of any claims not permitted to be released by law.

M. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that they have engaged in any unlawful activity, failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiff's and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative Incentive Payments and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members. The Parties agree that any Class Representative Incentive and/or Individual Settlement Shares paid to Plaintiff or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative Incentive Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

- 3. No Solicitation of Individual Settlements.** Defendants and Defense Counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Defendants and its Counsel will not attempt to procure any individual settlements from the Class Members, though Defendants can settle individual claims asserted against it, if any. Should this clause be violated, Plaintiff reserves the right to terminate the Settlement Agreement. Plaintiff and his counsel agree that until and unless the Court does not grant Final Approval of the Settlement and/or the Settlement Agreement becomes null and void, Plaintiff and his counsel shall not attempt to procure from Class Members any requests for exclusion from the Settlement. Should this clause be violated, Defendants reserve the right to terminate the Settlement Agreement.
- 4. Non-Disclosure and Non-Publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. Class Counsel agree to discuss the terms of this Settlement only in declarations submitted to a court to establish their adequacy to serve as class counsel, in declarations submitted to a court in support of motions for preliminary approval, final approval, for attorneys' fees/costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. No court filing will be circulated by Class Counsel nor will Class Counsel post such pleadings on any website.
- 5. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 6. Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to

reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

- 7. Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 8. Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
- 9. Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by the Parties, counsel for all Parties, or their successors-in-interest.
- 10. Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 11. No Prior Assignment.** Plaintiff hereby represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 12. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 13. Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

- 14. No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member, such Class Member assumes all responsibility for the payment of such taxes.
- 15. Jurisdiction of the Superior Court.** The Superior Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Superior Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 16. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any non-material provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 17. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 18. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile, DocuSign, or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 08/21/2021, 2021

RANDY MUNOZ



Dated: 8/19/2021, 2021

OSRAM SYLVANIA INC. AND SYLVANIA LIGHTING SERVICES CORP.

DocuSigned by:

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Pamela Tracey
Vice President and General Counsel
Osram Sylvania Inc.

Dated: _____, 2021

OSRAM SYLVANIA INC. AND SYLVANIA LIGHTING SERVICES CORP.

Mark Quinn
Chief Financial Officer
Osram Sylvania Inc.

Dated: _____, 2021

JUSTICE LAW CORPORATION

Douglas Han, Esq.
Attorneys for Plaintiff Randy Munoz, on behalf of himself and all others similarly situated

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: 08/21/2021, 2021

RANDY MUNOZ



Dated: 8/19/2021, 2021

OSRAM SYLVANIA INC. AND SYLVANIA LIGHTING SERVICES CORP.

DocuSigned by:



1B1D5ED183D5422

Pamela Tracey
Vice President and General Counsel
Osram Sylvania Inc.

Dated: _____, 2021

OSRAM SYLVANIA INC. AND SYLVANIA LIGHTING SERVICES CORP.

Mark Quinn
Chief Financial Officer
Osram Sylvania Inc.

Dated: 8/23/, 2021

JUSTICE LAW CORPORATION



Douglas Han, Esq.
Attorneys for Plaintiff Randy Munoz, on behalf of himself and all others similarly situated

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Dated: _____, 2021

RANDY MUNOZ

Dated: _____, 2021

OSRAM SYLVANIA INC. AND SYLVANIA LIGHTING SERVICES CORP.

Pamela Tracey
Vice President and General Counsel
Osram Sylvania Inc.

|
Dated: 8/19/2021, 2021

OSRAM SYLVANIA INC. AND SYLVANIA LIGHTING SERVICES CORP.

DocuSigned by:

Mark Quinn

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Mark Quinn
Chief Financial Officer
Osram Sylvania Inc.

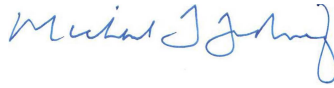
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Dated: _____, 2021

JUSTICE LAW CORPORATION

Douglas Han, Esq.
Attorneys for Plaintiff Randy Munoz, on behalf of
himself and all others similarly situated

Dated: August 19, 2021

BLANK ROME

A handwritten signature in blue ink, appearing to read "Michael L. Ludwig".

Michael L. Ludwig, Esq.
Attorneys for Defendants Osram Sylvania Inc.,
Sylvania Lighting Services Corp.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All non-exempt or hourly-paid current and former employees of Sylvania Lighting Services Corp. ("Sylvania Lighting Services Corp.") in California during the period from April 6, 2016 to March 5, 2019.

The California Superior Court, County of Sacramento has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All non-exempt or hourly-paid current and former employees of Sylvania Lighting Services Corp. in California during the period from April 6, 2016 to March 5, 2019.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?	Page 2
2. What Is This Case About?	Page 2
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4. How Does This Class Action Settlement Work?	Page 3
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10. How Much Can I Expect to Receive From This Settlement?	Page 6
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1. *Why Have I Received This Notice?*

Sylvania Lighting Services Corp.'s records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from April 6, 2016 to March 5, 2019 (the "Class Period").

A Preliminary Approval Hearing was held on **[Insert Date]**, in the California Superior Court, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. *What Is This Case About?*

The action entitled *Randy Munoz v. Osram Sylvania Inc., Sylvania Lighting Services Corp., and Ledvance LLC* was commenced by Plaintiff Randy Munoz in the Sacramento County Superior Court (Case Number 34-2020-00284677). Therefore, Plaintiff Randy Munoz is referred to as "Plaintiff." Plaintiff's action against Defendants seek damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: 1) failure to pay overtime; 2) failure to provide meal period premiums; 3) failure to provide rest breaks 4) failure to pay minimum wages; 5) final wages not timely paid; 6) failure to comply with itemized employee wage statement provisions; 7) failure to reimburse business expenses; and 8) violation of the Unfair Competition Law.

The Court has not made any determination as to whether the claims advanced by Plaintiff has any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Defendants expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Sylvania Lighting Services Corp. as a non-exempt or hourly-paid employee in California during the period from April 6, 2016 to March 5, 2019.

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of himself and all other similarly situated employees who were employed by Sylvania Lighting Services Corp. as non-exempt or hourly-paid employees in California during the Class Period. Plaintiff and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement

documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff's counsel, whose contact information is below, and they will provide you with an electronic copy free of charge.

5. Who Are the Attorneys Representing the Parties?

Attorneys for Plaintiff and the Class	Attorneys for DEFENDANTS
<p>JUSTICE LAW CORPORATION Douglas Han Shunt Tatavos-Gharajeh Phillip Song 751 N. Fair Oaks Avenue, Suite 101 Pasadena, California 91103 Telephone: (818) 230-7502 Facsimile: (818) 230-7259</p>	<p>BLANK ROME LLP Michael L. Ludwig Taylor C. Morosco 2029 Century Park East, 6th Floor Los Angeles, California 90067 Telephone: (424) 239-3400 Facsimile: (424) 239-3434</p>

The Court has decided that Justice Law Corporation is qualified to represent you and all other Class Members simultaneously.

Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive an Individual Settlement Payment based on the total number of workweeks you were employed as a non-exempt or hourly-paid employee in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Payment and you will not give up the right to sue the Released Parties, including Defendants, for any the Released Claims as defined in Section No. 9 below.
- **OBJECT:** You may mail a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**. You must mail your request for exclusion to the Settlement Administrator at **[address]**.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Participating Class Members).

If you received a re-mailed Class Notice, you will have an additional ten (10) days from the Response Deadline to postmark a Request for Exclusion or to serve an objection to the Settlement, or dispute the number of weeks worked. The envelope should indicate whether the Class Notice has been forwarded or re-mailed. We encourage you to keep copies of all documents, including the envelope, in the event the deadline is challenged.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at **[address]** by **[the Response Deadline]**. The Objection must state: (a) your full name, address, and telephone number; (b) the words “Notice of Objection” or “Formal Objection;” (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) you may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the Action or its merits.

Settlement Class Members will have a right to appear at the Final Settlement Approval Hearing in order to have their objections heard by the Court. Class may appear at the Final Approval Hearing, either in person or through the objector's own counsel.

Settlement Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator postmarked on or before on or before **[the Response Deadline]**.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendants, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys ("Released Parties") from the Released Claims. The Released Claims are as follows:

A. Released Claims.

All Class Members who have not opted out will release and discharge all claims, demands, rights, liabilities and causes of action that were pled in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay all overtime wages; (b) failure to pay all minimum wages; (c) failure to pay all wages; (d) failure to pay prevailing wages; (e) failure to provide meal periods, or premium pay for non-compliant meal periods; (f) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (g) failure to pay all wages upon termination of employment; (h) failure to reimburse necessary business expenses; (i) failure to provide accurate itemized wage statements; (j) claims for unfair business practices.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendants could be required to pay under this Agreement shall be up to but no more than \$500,000 ("Gross Fund Value" or "GFV").

The "Net Fund Value" or "NFV" means the portion of the Gross Fund Value available for distribution to Class Members after the deduction of (1) the Class Representative Incentive Payment to Plaintiff Randy Munoz in an amount up to \$10,000, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs; (2) the Administration Costs to the Settlement Administrator, CPT Group, Inc., in an amount estimated at approximately \$8,000 but not to exceed \$10,000; (3) payment to Class Counsel for Class Counsel fees in an amount not to exceed \$190,000 (38% of the Gross Fund Value) for attorneys' fees; and (4) payment to Class

Counsel of Class Counsel Expenses in an amount not to exceed \$20,000 for litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Fund Value will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will calculate the individual settlement shares for Participating Class Members. Each Participating Class Member will receive a proportionate share of the Net Fund Value that is equal to (i) the number of weeks he or she worked based on the Class data provided by Defendants, divided by (ii) the total number of weeks worked by all Class Members based on the same Class data, which is then multiplied by the Net Fund Value. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.

Although your exact share of the Net Fund Value cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Fund Value, is as follows: \$ [redacted], less taxes. This is based on Defendants' records, which show you worked [redacted] workweeks during the Class Period.

If you believe the number of Eligible Workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline].

Twenty percent (20%) of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining eighty percent (80%) of your Individual Settlement Payment will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Individual Settlement Share to the State Controller's Office in the name of the Settlement Class Member under the unclaimed Property Laws.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Fund Value. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 38% of the Gross Settlement Value (or \$190,000) for attorneys' fees and up to \$20,000 for litigation costs.

Defendants have paid all of its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Incentive Payment, subject to Court approval.

12. Final Approval Hearing and Remote Appearance

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2021 at [time a.m./p.m.], before Hon. Shama H. Mesiwala, located at 813 6th Street, 2nd Floor,

Sacramento, California 95814, Department 53. Any changes to the hearing date will be available on the website [INSERT WEBSITE ADDRESS].

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Osram Sylvania Inc. and Sylvania Lighting Services Corp. class action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Records Management Office at located at 813 6th Street, Sacramento, California 95814, Room 212 between 8:30 a.m. and 4:00 p.m.

You may also contact the Settlement Administrator, whose contact information is above, and they will provide you with an electronic copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.