

# **Exhibit 1**

**AMENDED SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Eric Hijuelos, Emma Hirz, Rema Khacho, Christopher Lara, Madison Lattner, Brian Mojica, and Kyle Nelson (“Plaintiffs”) and Defendant Degree, Inc. dba Lattice (“Lattice” or “Defendant”) (collectively with Plaintiffs, the “Parties”) hereby enter into this Settlement Agreement and Release (“Agreement”) to resolve the wage and hour claims of Plaintiffs and Class and Collective members (as defined below).

**RECITALS**

**WHEREAS**, on May 7, 2024, Plaintiffs, through counsel, sent Defendant a letter in which they asserted that Defendant improperly classified certain Employees (as defined herein) as overtime exempt, thereby denying them proper overtime pay in violation of the Fair Labor Standards Act (“FLSA”) and analogous state laws in New York and California, and invited Defendant to engage in settlement negotiations;

**WHEREAS**, on or around July 3, 2024, the Parties agreed to engage in dialogue regarding the possibility of a resolution of the threatened overtime claims and agreed to toll the limitations period on those claims;

**WHEREAS**, following the exchange of data and documents, the Parties participated in a full-day mediation session on February 13, 2025, with the assistance of experienced wage and hour class and collective action mediator Michael Loeb, accepted a mediator’s proposal for a settlement in principle, and after additional discussions memorialized the settlement in a term sheet executed on April 7, 2025 (the “Term Sheet”);

**WHEREAS**, the purpose of this Agreement is to settle fully and finally the claims raised by Plaintiffs on behalf of themselves and other relevant Employees;

**WHEREAS**, Defendant contends it has always acted properly and lawfully and denies any wrongdoing, including any of the wrongful acts or violations of law or duty alleged in the Complaint (as defined herein) or the Litigation (as defined herein). Defendant also denies that Plaintiffs or any other Employees are entitled to any form of wages, damages, penalties, interests, attorneys’ fees, costs, or any relief whatsoever, at law or at equity. Defendant is prepared to vigorously litigate this matter and is entering into this Agreement solely to avoid the substantial expense and burdens of litigation and business interruptions that it creates, and as such Defendant has concluded that it is efficient to fully and finally settle and terminate the Litigation in the manner and upon the terms and conditions set forth in this Agreement;

**WHEREAS**, Plaintiffs’ Counsel analyzed and evaluated the merits of Plaintiffs’ and other Employees’ claims; obtained and reviewed documents relating to Plaintiffs’ personnel file and Defendant’s policies; analyzed payroll data; and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that in the event of a recovery, it would not occur for several years, Plaintiffs’

Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of Plaintiffs and Employees;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises that are set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the claims on the following terms and conditions:

## 1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1. **Agreement or Settlement** means this Settlement Agreement and Release and the Exhibits hereto, which the Parties agree and understand set forth all terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.2. **Attorneys' Fees and Costs** means such funds as may be awarded by the Court to Plaintiffs' Counsel to compensate them for their attorneys' fees and reimbursement for out-of-pocket costs.
- 1.3. **Bar Date** means the date that is sixty (60) Days from the date of the initial mailing of Notice, except for Class Members to whom Notice is re-mailed, for whom the Bar Date shall be the later of the sixty (60) Days from the initial mailing or thirty (30) Days from the date of re-mailing, whichever is later, provided that no re-mailings will be completed after the 60th day after the initial mailing. The Bar Date is the deadline for Class Members' Objections or Opt-Out Statements, if any.
- 1.4. **California Class Members** means Employees employed in California during the California Class Period.
- 1.5. **California Class Period** means July 3, 2020 through September 1, 2025 for Account Executives, and July 3, 2020 through May 1, 2023 for Sales Development Representatives and Business Development Representatives.
- 1.6. **Check Cashing Period** means the one-hundred twenty (120) Day period beginning the day the Settlement Administrator sends the Individual Settlement Checks to Participating Class Members and Putative Collective Members.
- 1.7. **Class Members** or the **Class** means "California Class Members" and "New York Class Members" collectively.
- 1.8. **Class List** means a list of Class Members, Putative Collective Members, and PAGA Members, including their names, last known addresses, last known personal telephone numbers, last known personal email addresses, social security numbers, and dates worked as a relevant Employee and state(s) of employment during the California Class Period, New

York Class Period, FLSA Collective Period, and/or PAGA Period.

- 1.9. **Complaint** means the Complaint, attached hereto as **Exhibit E**, to be filed by Plaintiffs in the Court pursuant to Section 2.1 of this Agreement.
- 1.10. **Court** means New York Supreme Court, Nassau County.
- 1.11. **Days** means calendar days.
- 1.12. **Defendant** or **Lattice** means Degree, Inc. dba Lattice.
- 1.13. **Defendant's Counsel** means Cooley LLP.
- 1.14. **Effective Date** means the date thirty (30) days plus two (2) business days following the Notice of Entry of the Final Approval Order.
- 1.15. **Electronic Payment** means the payment issued to each individual who elects on the online portal maintained by the Settlement Administrator to receive payment of their Individual Settlement Amount and/or Individual PAGA Settlement Amount through electronic means and electronically agrees to the release of claims language set forth in Section 9.
- 1.16. **Eligible Workweek** means each calendar week worked by an Employee in the job title of Account Executive, Sales Development Representative, and/or Business Development Representative during the relevant FLSA Collective Period, California Class Period, and/or New York Class Period, and excludes any full calendar week when an Employee was on leave of absence (if any).
- 1.17. **Eligible PAGA Pay Period** means each pay period worked by a PAGA Member in the job title of Account Executive during the relevant PAGA Period, and excludes any full pay period when a PAGA Member was on leave of absence (if any).
- 1.18. **Employee(s)** means an individual or all individuals employed by Lattice in the US in the job title of Account Executive, Sales Development Representative, and/or Business Development Representative during the relevant periods.
- 1.19. **Employer Payroll Taxes** means all taxes and withholdings an employer is required to make pursuant to federal, state, and/or local law arising out of or based upon the payment of employment compensation in this Litigation.
- 1.20. **Fairness Hearing** means any hearing scheduled at the Court's discretion in conjunction with the Final Approval Motion.
- 1.21. **Final Approval Motion** or **Motion for Final Approval** means documents and materials

to be filed with the Court pursuant to Section 7, seeking final approval of the Settlement, Attorneys' Fees and Costs, and Service Awards.

- 1.22. **Final Approval Order** means the Order entered by the Court certifying the Class and Collective for purposes of settlement only, approving the terms and conditions of this Agreement, and authorizing distribution of the Individual Settlement Checks, Service Awards, and Attorneys' Fees and Costs, consistent with this Agreement.
- 1.23. **FLSA Collective Period** means July 3, 2021 through September 1, 2025 for Account Executives and July 3, 2021 through May 1, 2023 for Sales Development Representatives and Business Development Representatives.
- 1.24. **Funding Date** means thirty (30) Days after the Effective Date.
- 1.25. **Individual PAGA Settlement Amount** means each PAGA Member's share of the PAGA Payment calculated in accordance with this Agreement.
- 1.26. **Individual Settlement Amount** means each Participating Class Member's and each Putative Collective Member's share of the Net Fund calculated in accordance with this Agreement.
- 1.27. **Individual Settlement Check** means the check issued to each Participating Class Member and Putative Collective Member for their Individual Settlement Amount and to PAGA Members for their Individual PAGA Settlement Amount (other than those who elect Electronic Payment prior to entry of the Final Approval Order). For PAGA Members who are also Participating Class Members, the Individual Settlement Amount and the Individual PAGA Settlement Amount will be combined in one check.
- 1.28. **Litigation** means the proceedings that flow from the filing of the Complaint.
- 1.29. **LWDA Payment** means sixty-five percent (65%) of the PAGA Fund, or Ten Thousand Seven Hundred and Twenty Five Dollars (\$10,725.00), which shall be paid to the California Labor and Workforce Development Agency.
- 1.30. **Net Fund** means the remainder of the Total Settlement Amount after deductions/payments for: (1) Court-approved Attorneys' Fees and Costs; (2) Court-approved Service Awards; (3) the PAGA Fund; and (4) settlement administration costs.
- 1.31. **New York Class Members** means Employees employed in New York during the New York Class Period.
- 1.32. **New York Class Period** means July 3, 2018 through September 1, 2025 for Account Executives, and July 3, 2018 through May 1, 2023 for Sales Development Representatives and Business Development Representatives.

- 1.33. **Notice** means the Court-approved Notice of Proposed Class Action Settlement (for Class Members), Notice of Collective Action Settlement (for Putative Collective Members), and Notice Email, as authorized in the Preliminary Approval Order, in a form substantially similar to **Exhibits A-1, A-2, and A-3**.
- 1.34. **Objection** means a written statement that an individual Class Member may submit to object to the Settlement.
- 1.35. **Objector** means a Class Member who properly files an Objection to the Settlement and does not include any Class Member who opts-out of this Settlement.
- 1.36. **Opt-Out Statement** means a written, signed statement that an individual Class Member submits to opt out and be excluded from this Settlement.
- 1.37. **PAGA Fund** means Sixteen Thousand Five Hundred Dollars (\$16,500.00) of the Total Settlement Amount that is attributed to settle fully and finally the PAGA claims of PAGA Members.
- 1.38. **PAGA Members** means Account Executives employed in California during the PAGA Period.
- 1.39. **PAGA Payment** means thirty-five percent (35%) of the PAGA Fund, or Five Thousand Seven Hundred and Seventy Five Dollars (\$5,775.00), which shall be distributed to PAGA Members.
- 1.40. **PAGA Period** means July 3, 2023 through September 1, 2025.
- 1.41. **Participating Class Members** means all Class Members who do not timely submit Opt-Out Statements before the Bar Date.
- 1.42. **Participating Collective Members** means each Putative Collective Member who opts-in to the settlement by either (a) electing Electronic Payment prior to entry of the Final Approval Order or (b) endorsing and cashing an Individual Settlement Check within the Check Cashing Period.
- 1.43. **Parties** means Plaintiffs and Defendant.
- 1.44. **Plaintiffs** means Eric Hijuelos, Emma Hirz, Rema Khacho, Christopher Lara, Madison Lattner, Brian Mojica, and Kyle Nelson.
- 1.45. **Plaintiffs' Counsel** or **Class Counsel** means Outten & Golden LLP.

- 1.46. Preliminary Approval Date** means the date on which the Court enters a Preliminary Approval Order.
- 1.47. Preliminary Approval Motion or Motion for Preliminary Approval** means documents and materials to be filed with the Court seeking preliminary approval of this Agreement and the issuance of the Preliminary Approval Order.
- 1.48. Preliminary Approval Order** means the Order entered by the Court: (1) preliminarily certifying the Class solely for the purpose of settlement and effectuating the Agreement; (2) conditionally certifying the Collective pursuant to 29 U.S.C. § 216(b) solely for the purpose of settlement and effectuating the Agreement; (3) preliminarily approving the terms and conditions of this Agreement; (4) appointing Plaintiffs' Counsel as Class Counsel; (5) directing the manner and timing of providing Notice to Class Members and Putative Collective Members; and (6) setting dates to effectuate the terms of this Agreement.
- 1.49. Putative Collective Members or the Collective** means Employees employed nationwide, except in California and New York, during the FLSA Collective Period.
- 1.50. Qualified Settlement Fund or QSF** means the account established by the Settlement Administrator for the Total Settlement Amount to be paid by Defendant.
- 1.51. Released California Claims** means all California claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during employment as an exempt-classified Employee at Lattice during the California Class Period including, without limitation, claims for unpaid overtime wages, failure to provide required meal and rest breaks or premium payments in lieu thereof, failure to pay wages timely during employment and upon separation, failure to pay all wages owed, failure to provide legally compliant wage statements or maintain accurate wage records, and related claims for penalties, interest, attorneys' fees, costs, and expenses.
- 1.52. Released Class Claims** means Released California Claims and Released New York Claims.
- 1.53. Released Collective Claims** means the federal claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during employment as an exempt-classified Employee at Lattice during the FLSA Collective Period, including, without limitations, federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.
- 1.54. Released New York Claims** means all New York claims pled in the operative Complaint or that could have been pled based on the facts alleged in the Complaint and that accrued during employment as an exempt-classified Employee at Lattice during the New York

Class Period including, without limitations, claims for unpaid overtime wages, failure to provide legally compliant wage statements, failure to provide compliant wage notices, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

- 1.55. Released PAGA Claims** means the California Private Attorney General Act ("PAGA") claims for penalties pled in the operative Complaint and Plaintiff Christopher Lara's notice letter to the California Labor and Workforce Development Agency (the "PAGA Notice Letter"), or that could have been pled based on the facts alleged in the operative Complaint and the PAGA Notice Letter (including, but not limited to, any and all claims under California Labor Code §§ 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during employment as an exempt-classified Employee during the PAGA Period.
- 1.56. Released Parties** means Defendant, its respective affiliates, parents, subsidiaries, predecessors, successors, and all other related entities, including but not limited to all of their incumbent and former officers, directors, owners, members, managers, shareholders, investors, insurers, reinsurers, administrators, beneficiaries, trustees, employee benefit plans, agents, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities.
- 1.57. Reminder** means the Court-approved reminder to be sent by the Settlement Administrator to Participating Class Members and Putative Collective Members, reminding them to cash their Individual Settlement Checks in a form substantial similar to **Exhibits B-1, B-2, B-3, and B-4**.
- 1.58. Service Award** means the Court-approved award of up to Ten Thousand Dollars (\$10,000.00) to be paid to each Plaintiff in recognition for their services as class representative (total \$70,000).
- 1.59. Settlement Administrator** means CAC Services Group, LLC, selected to disseminate the Notice, administer the calculation, allocation, and distribution of the QSF, and perform the administrative duties set forth in this Agreement.
- 1.60. Settlement Class Members** means the Class Members and Putative Collective Members.
- 1.61. Total Settlement Amount** means a common fund in the amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00), subject to Section 8.1(b), which includes any and all Court-approved Attorneys' Fees and Costs; Court-approved Service Awards; the PAGA Fund (consisting of the LWDA Payment and the PAGA Payment); settlement administration costs; and all payments to Participating Class Members and Participating Collective Members. In no event will Defendant be required to pay more than the Total Settlement Amount, subject to Section 8.1(b), except that Defendant will separately pay

any applicable Employer Payroll Taxes.

**1.62. Work Dates** means each Employee's first and last date of employment as an Employee (as defined herein) based on Defendant's records.

**2. INITIATION OF ACTION AND MOTION FOR PRELIMINARY SETTLEMENT APPROVAL**

**2.1. Filing of Complaint.** Within seven (7) Days after the execution of this Agreement, Plaintiffs' Counsel shall send to Defendant's Counsel a draft of Plaintiffs' proposed Complaint to be filed with the Court. Plaintiffs' Counsel shall endeavor to file the Complaint within seven (7) Days after September 1, 2025 in New York Supreme Court, Nassau County. Defendant's Counsel agrees to accept service of the Complaint via email. The Parties mutually consent to jurisdiction in New York Supreme Court, Nassau County.

**2.2. Preliminary Approval.** Within seven (7) Days after the execution of this Agreement, Plaintiffs' Counsel shall send to Defendant's Counsel a draft of Plaintiffs' Motion for Preliminary Approval (and supporting documents) to be filed with the Court. Defendant's Counsel shall respond with any edits within seven (7) business days. Plaintiffs' Counsel shall consider Defendant's edits in good faith and file the Motion for Preliminary Approval within a reasonable time after the Complaint is filed. The Motion for Preliminary Approval shall include: (1) the proposed Notice attached hereto as **Exhibits A-1, A-2, and A-3**; (2) the proposed reminder attached hereto as **Exhibits B-1, B-2, B-3, and B-4**; (3) the proposed PAGA Check Enclosure Letter attached hereto as **Exhibit C**; (4) a proposed Preliminary Approval Order similar to the form of **Exhibit D-1** subject to revisions based on individual judicial preferences; (5) an executed version of this Agreement; and (6) the necessary documents, memorandum, affidavits, and exhibits for purposes of certifying the Class and Collective under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b) for settlement purposes only and preliminarily approving the Agreement.

**3. SETTLEMENT ADMINISTRATION AND NOTICE TO CLASS AND PUTATIVE COLLECTIVE MEMBERS**

**3.1. Duties of the Settlement Administrator.** The Settlement Administrator will be responsible for: establishing a QSF account; preparing, printing, and disseminating the Notice via First Class U.S. Mail and email to Class Members and Putative Collective Members; making commercially reasonable searches for new address with no forwarding address, including by tracing any Notices returned undeliverable by mail, email, or text up to two times to obtain a new mailing address, email address, or phone number and resending the Notices, and sending Notice via First Class U.S. Mail or email to any Class or Putative Collective Member who contacts the Settlement Administrator or Plaintiffs' Counsel and requests a Notice between the initial mailing of the Notice and the Bar Date; maintaining an email address which Class and Collective Members can use to make inquiries and provide address updates; preparing, monitoring, and maintaining an online portal where Class and Putative Collective Members can review the Agreement, Notice, contact information for the Settlement Administrator and Plaintiffs' Counsel, elect to receive Electronic Payment,

and provide address updates; promptly furnishing to Plaintiffs' Counsel and Defendant's Counsel copies of any Class Members' Objections and Opt-Out Statements that the Settlement Administrator receives; receiving and tracking Class Members' Opt-Out Statements, Objections, and other correspondence; determining the number of Eligible Workweeks attributable to each Settlement Class Member; determining the Individual Settlement Amount allocated to each Settlement Class Member; determining the Individual PAGA Settlement Amount allocated to each PAGA Member, in accordance with this Agreement, along with the amount of all payroll taxes to be paid and deductions to be withheld, including Defendant's funding obligations for Employer Payroll Taxes; issuing Electronic Payments to those who timely elect Electronic Payment and preparing and mailing Individual Settlement Checks to those who do not timely elect Electronic Payment; preparing and sending Reminders to Participating Class Members, Putative Collective Members, and PAGA Members who have not yet cashed their Individual Settlement Checks, reminding them to cash their checks via First Class U.S. Mail, email, and text message; providing a report of uncashed checks to the Parties' counsel half-way through the Check Cashing Period; making commercially reasonable searches for new address with no forwarding address, including by tracing any Individual Settlement Checks returned undeliverable up to two times to obtain a new mailing address and resending the checks; distributing any approved Service Award and Attorneys' Fees and Costs; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; determining the tax characterization of the Service Award; informing the Parties' counsel if any Settlement Class Members dispute their Work Dates and, if appropriate, asking for more information/records; referring to Plaintiffs' Counsel all inquiries by Settlement Class Members regarding matters not within the Settlement Administrator's duties specified herein; retaining and providing a copy of Individual Settlement Checks endorsed by Participating Class Members, Participating Collective Members, and PAGA Members to Parties' counsel; timely responding to communications from the Parties' counsel; maintaining adequate records of its activities, including the dates of the mailing(s) of Notice, returned mail and other communications and attempted written or electronic communications with Settlement Class Members; protecting the personal data of Settlement Class Members, including Social Security numbers, from public disclosure; indemnifying the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same; preparing a final accounting of settlement funds remaining in the QSF after the expiration of the Check Cashing Period, and distributing the remaining funds in accordance with this Agreement; preparing and providing a compliance affidavit in connection with the Motion for Final Approval; and such other tasks as set forth herein, or as the Parties mutually agree, or as otherwise determined by the Settlement Administrator as necessary in effectuating its notice duties.

- 3.2. **Settlement Administrator Indemnity.** The Settlement Administrator shall indemnify the Parties, Plaintiffs' Counsel, and Defendant's Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters.
- 3.3. **Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator. The Settlement Administrator will provide regular reports to

counsel for the Parties regarding the status of the mailing of the Notice, Individual Settlement Checks, and Reminders, any opt-outs or objections received, and the status of payment of the Electronic Payments.

- 3.4. Defendant agrees to cooperate with and to provide accurate information to the extent reasonably available to the Settlement Administrator. In consultation with Defendant's Counsel and Plaintiffs' Counsel, and based on Defendant's business records, the Settlement Administrator will calculate the Individual Settlement Amounts and Individual PAGA Settlement Amounts to be distributed pursuant to this Agreement and locate Settlement Class Members and PAGA Members.

#### 4. NOTICE

- 4.1. **Class List.** Within seven (7) business days of the Preliminary Approval Order, Defendant's Counsel shall provide the Settlement Administrator with the Class List and an anonymized version of the same data to Plaintiff's Counsel, provided that the Plaintiffs shall be identified in the dataset. The Settlement Administrator shall provide the Parties with its calculations (in anonymized form for Plaintiffs' Counsel), including its calculations of Eligible Workweeks to confirm whether the Escalator, Section 8.1(b), is triggered. To the extent Plaintiffs' Counsel requires access to an individual Putative Collective Member or Class Member's contact information before the Bar Date to discharge their duties as Class Counsel, Plaintiffs' Counsel shall request Defendant's Counsel's authorization for the release of that individual's contact information, which Defendant shall not unreasonably withhold.
- 4.2. **Notice Content.** The Notice, in forms substantially similar to **Exhibits A-1, A-2, and A-3**, will include a description of the claims and this Agreement, the Settlement Class Member's Work Dates, information about how to dispute Work Dates, the estimated amount of each Settlement Class Member's Individual Settlement Check, and the opportunity (and consequences) of objecting or opting out (for Class Members) or participating by endorsing and cashing an Individual Settlement Check or electing Electronic Payment (for Participating Class, Putative Collective Members). The Notice will advise Settlement Class Members of an online portal where they can review information regarding the Settlement.
- 4.3. **Notice Distribution.** Within twenty-one (21) Days of receipt of the Class List, the Settlement Administrator shall send to all Settlement Class Members the Court-approved Notice of Proposed Class Action Settlement via First class U.S. Mail and e-mail, with a link and/or QR code to the online portal.
- 4.4. **Skip Trace and Remailing.** The Settlement Administrator shall use all reasonable means to confirm Settlement Class Members' addresses and obtain new addresses, as necessary. In the event that a Notice or Individual Settlement Check is returned as undeliverable, the Settlement Administrator shall attempt to obtain a correct address, including by tracing any Notices returned undeliverable by mail or email up to two times to obtain a new mailing address, email address, or phone number and resending the Notices by First Class U.S. Mail and/or email, provided that no remailing takes place after the 60th day after the initial

mailing is sent out. The Settlement Administrator shall also mail or email a Notice to any Settlement Class Member who contacts the Settlement Administrator or contacts Plaintiffs' Counsel during the period between the initial mailing of the Notice and the Bar Date and requests a Notice.

- 4.5. No Solicitation.** The Parties, Plaintiffs' Counsel, and Defendant's Counsel agree that at no time shall any of the Parties, Plaintiffs' Counsel, or Defendant's Counsel seek to solicit, persuade, or otherwise encourage Class Members to submit an Objection or Opt-Out Statement, or to appeal from the Court's Final Approval Order. Likewise, the Parties, Plaintiffs' Counsel, and Defendant's Counsel agree that at no time shall any of the Parties, Plaintiffs' Counsel, or Defendant's Counsel seek to solicit, persuade, or otherwise encourage any Employee to not cash their check or to not participate in the Settlement.

## **5. CLASS MEMBER OPT-OUTS**

- 5.1.** Class Members shall have until the Bar Date to opt-out.
- 5.2. Opt-Out Statement.** Class Members who choose to opt-out of the Settlement must mail a written, signed Opt-Out Statement to the Settlement Administrator that states that they are opting out of the settlement, and includes their name, address, telephone number, and a statement indicating their intention to opt-out, such as: "I opt out of the Lattice settlement." To be effective, the Opt-Out Statement must be post-marked or otherwise received by the Bar Date.
- 5.3.** The Settlement Administrator will stamp the received date on the original of each Opt-Out Statement that it receives and shall provide a copy of each Opt-Out Statement to Defendant's Counsel and an anonymized copy of each Opt-Out Statement to Plaintiffs' Counsel no later than three (3) Days after receipt. The Settlement Administrator shall provide anonymized information regarding the Opt-Out Statements as exhibits to its compliance affidavit to be filed with the Motion for Final Approval, unless the Court requires that the information not be anonymized. The Settlement Administrator will retain the stamped originals of all Opt-Out Statements and the originals of all envelopes accompanying Opt-Out Statements in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement. The Settlement Administrator in consultation with Defendant's Counsel and Plaintiffs' Counsel will evaluate the sufficiency of the content and timing of an Opt-Out Statement.
- 5.4.** Within three (3) Days after the expiration of the Bar Date, the Settlement Administrator shall provide Plaintiffs' Counsel with a list of the names, addresses, and contact information (but not Social Security Numbers) for Participating Class Members and Putative Collective Members.

## **6. OBJECTIONS TO SETTLEMENT**

- 6.1.** Participating Class Members shall have until the Bar Date to object.

6.2. Participating Class Members who wish to object to the Settlement must mail a written, signed Objection. To be considered, such Objection must be mailed to the Settlement Administrator and post-marked or otherwise received by the Bar Date. The Objection should include all reasons for objecting to the Settlement or the Agreement, and any supporting documentation. The Objection must also include the name, address, and telephone number for the Objector. The Settlement Administrator will stamp the date received on the original and send copies of each Objection and any supporting documentation, as well as a copy of the Notice mailed to the Objector, to Plaintiffs' Counsel and Defendant's Counsel by email no later than three (3) Days after receipt of the Objection. An Objector may withdraw their Objection at any time. Plaintiffs' Counsel shall promptly file the date-stamped Objections, including any requests for a hearing, with the Court. It is in the Court's discretion whether to schedule a hearing and allow the Objector or Objector's counsel to appear and/or speak at the hearing. If the Court schedules such a hearing, Plaintiffs' Counsel shall notify the Objector via first class U.S. Mail of the date, time, and location of the hearing and the Settlement Administrator shall post notice of the hearing on the online portal. The Parties may file with the Court written responses to any filed Objections no later than three (3) Days before the hearing. The Court in its discretion may consider additional grounds for objections not included in the written Objection. Any Putative Class Member who opts out may not submit any objection to the Settlement.

## 7. FINAL APPROVAL

7.1. After the Bar Date, in accordance with the schedule set by the Court in the Preliminary Approval Order, Plaintiffs' Counsel shall file the Motion for Final Approval. The Motion for Final Approval will include a compliance affidavit from the Settlement Administrator; an application for Attorneys' Fees and Costs and Service Award; supporting affidavits and documents from Plaintiffs' Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to the Agreement; and a proposed Final Approval Order similar to the form of **Exhibit D-2** subject to revisions based on individual judicial preferences.

7.2. Through the Motion for Final Approval, and at the Fairness Hearing, should the Court schedule one, the Parties shall request that the Court, among other things: (1) finally certify the Class for purposes of settlement only; (2) approve the Settlement and this Agreement as fair, reasonable, adequate, and binding on all Participating Class Members, Participating Collective Members, and PAGA Members; (3) order the Settlement Administrator to distribute Electronic Payments and Individual Settlement Checks as set forth in this Agreement; (4) order Service Awards, Attorneys' Fees and Costs, settlement administration costs, and the LWDA Payment to be paid from the QSF; (5) order dismissal with prejudice of the Complaint and all Released Class Claims, Released Collective Claims, and Released PAGA Claims as set forth herein; (6) order entry of the Final Approval Order, in accordance with this Agreement; and (7) retain jurisdiction over the interpretation, implementation, and enforcement of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation or enforcement of this Agreement.

## 8. SETTLEMENT TERMS

### 8.1. Settlement Amount

- a. **Total Settlement Amount.** Defendant agrees to pay a Total Settlement Amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00), subject to Section 8.1(b). The Total Settlement Amount will be used to pay all amounts contemplated or required by this Agreement, including any and all Attorneys' Fees and Costs; Court-approved Service Awards; the PAGA Fund (consisting of the LWDA Payment and the PAGA Payment); settlement administration costs; and all payments to Participating Class Members and Participating Collective Members.
- b. **Escalator.** Should the total number of Eligible Workweeks increase by more than ten percent (10%) above the estimated number of 11,992, then the Total Settlement Amount will increase by the same number of percentage points above ten percent (10%) by which the actual number of Eligible Workweeks exceeds 11,992. For example, if the actual number of Eligible Workweeks is determined to be twelve (12%) higher than 11,992, then the Total Settlement Amount will increase by two percent (2%).
- c. **Employer Payroll Taxes.** The Total Settlement Amount does not include Employer Payroll Taxes, which Defendant shall fund separately and in addition to the Total Settlement Amount.
- d. **Funding Date.** Defendant shall pay the Total Settlement Amount and the Employer Payroll Taxes into the QSF established by the Settlement Administrator on or before the Funding Date. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1, et seq., and will be administered by the Settlement Administrator as such. Among other duties of the Settlement Administrator provided by this Settlement, the Settlement Administrator will open and administer a settlement account in such a manner as to qualify, and maintain the qualification of, the account as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. § 1.468B-1 and satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF. The Parties and the Settlement Administrator will treat the account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statement will be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section.

### 8.2. Unclaimed Funds.

- a. **Class Members.** Any interest in the QSF and any portion of the Total Settlement

Fund allocated to Class Members not distributed as per the terms hereof, including any check not cashed after the expiration of the Check Cashing Period, shall be redistributed pro rata to Participating Collective Members and Participating Class Members who cashed or otherwise negotiated a settlement check or received Electronic Payment, or, if redistribution is impractical on the basis that the amount remaining in the Net Fund is similar to or less than the cost of a second distribution, it shall be donated to the East Bay Community Law Center.

- b. **Putative Collective Members.** Any unclaimed portion of the Total Settlement Fund allocated to Putative Collective Members, including any check not cashed after the expiration of the Check Cashing Period, shall revert to Defendant.
- c. **PAGA Members.** Any PAGA Payment check not cashed shall revert to the California unclaimed property fund under the name of the PAGA member.

### 8.3. Attorneys' Fees and Costs.

- a. Through the Motion for Final Approval, Plaintiffs' Counsel will petition the Court for an award of attorneys' fees of up to one-third of the Total Settlement Amount (\$1,650,000.000), or \$550,000.00, plus reimbursement of their reasonable out-of-pocket costs, to be paid from the QSF. Defendant will not oppose this application, including any request for reconsideration if the application is denied or modified by the Court.
- b. The outcome of any proceeding related to Plaintiffs' Counsel's application for fees and expenses, including those fees and/or expenses being reduced, shall not terminate this Agreement. Any amount not approved by the Court will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.

### 8.4. Service Awards.

- a. In consideration of the services rendered to the Settlement Class, Plaintiffs will apply to the Court to receive up to Ten Thousand Dollars (\$10,000.00) each as Service Awards from the Total Settlement Amount (total \$70,000.00).
- b. The outcome of the Court's ruling on the application for Service Awards, including the reduction or denial of Service Awards, will not terminate this Agreement. Defendant will not oppose Plaintiffs' application for Service Awards. Any amount not approved by the Court will become part of the Net Fund to be distributed to Putative Collective Members and Participating Class Members.
- c. A general release as set forth in Section 9.3 will be executed by Plaintiffs in consideration for receiving and accepting the Service Awards.

### 8.5. Settlement Class Members' Payments.

- a. Allocation to Settlement Class Members.
  1. Putative Collective Members will receive one (1) point for each Eligible Workweek during the Collective Period;
  2. Class Members will receive one and a quarter (1.25) points for each Eligible Workweek during the Class Period.
- b. To calculate each Settlement Class Member's proportionate share:
  1. Add all points for all Settlement Class Members together to obtain the "Denominator";
  2. Divide the number of points for each Settlement Class Member by the Denominator to obtain each Settlement Class Member's "Portion of the Net Fund";
  3. Multiply each Settlement Class Member's Portion of the Net Fund by the sum of the Net Fund to determine each Settlement Class Member's initial Individual Settlement Amount;
  4. For each Settlement Class Member, their Individual Settlement Amount will be the amount of their Electronic Payment (if timely elected) or Individual Settlement Check, and PAGA Members will be entitled to their Individual PAGA Settlement Amount.

**8.6. Allocation to PAGA Members.** PAGA Members' estimated proportionate share of the PAGA Payment shall be determined by the Settlement Administrator pursuant to the following formula:

- a. PAGA Members will receive one (1) point for each Eligible PAGA Pay Period;
- b. To calculate each PAGA Member's proportionate share of the PAGA Payment:
  1. Add all points for all PAGA Members together to obtain the "Denominator";
  2. Divide the number of points for each PAGA Member by the Denominator to obtain each PAGA Member's "Portion of the PAGA Payment";
  3. Multiply each PAGA Member's Portion of the PAGA Payment by the PAGA Fund to determine each PAGA Member's Individual PAGA Settlement Amount;

4. Each PAGA Member will receive their Individual PAGA Settlement Amount.
- 8.7. **Workweek Disputes and Self Identifying Individuals.** The calculation of Eligible Workweeks shall be determined by the Settlement Administrator in consultation with Defendant's Counsel and Plaintiffs' Counsel based on Defendant's business records in accordance with this Agreement. The Notice shall advise Settlement Class Members of their Work Dates. If a Settlement Class Member disputes Defendant's records and/or the calculation of their Individual Settlement Amount, they must provide written documentation supporting the contention to the Settlement Administrator. Defendant's records are presumed to be correct unless the Settlement Class Member proves otherwise with documentary evidence. The Parties shall meet and confer about Settlement Class Member disputes and attempt to reach agreement. If the Parties cannot reach agreement, the Settlement Administrator will evaluate the information that the Settlement Class Member provides and will make the final decision as to any dispute.
  - 8.8. **Timing of Payments.** Fourteen (14) Days after the Funding Date, the Settlement Administrator will issue Electronic Payments to Participating Class Members, Participating Collective Members, and PAGA Members who timely elected Electronic Payment, mail Individual Settlement Checks to the remaining Participating Class Members, Putative Collective Members, and PAGA Members, and send PAGA Members the PAGA Check Enclosure Letter attached hereto as **Exhibit C**. Seven (7) Days after the Funding Date, the Settlement Administrator will wire Court-approved Attorneys' Fees and Costs to Plaintiffs' Counsel; and will mail the Service Awards to Plaintiffs and the LWDA Payment to the California Labor and Workforce Development Agency.
  - 8.9. **Check Cashing Period.**
    - a. Participating Class Members, Putative Collective Members, and PAGA Members who did not timely elect the Electronic Payment option and who are therefore sent Individual Settlement Checks will have the Check Cashing Period to cash, deposit, or otherwise negotiate their checks. To the extent any mailed check is returned as undeliverable, the Settlement Administrator shall attempt re-mailings to Participating Class Members, Putative Collective Members and PAGA Members for whom it obtains a more recent address, provided that no re-mailing takes place after the Check Cashing Period.
    - b. **Reminders.** The Parties agree they will use robust efforts to ensure that Individual Settlement Checks are received by Participating Class Members, Putative Collective Members, and PAGA Members including the Settlement Administrator's use of mail, email, text message, and other efforts deemed prudent by the Settlement Administrator, for robust contact attempts and multiple reminders to timely cash checks prior to the 120-day deadline as set forth in this Agreement. The Settlement Administrator will send reminders sixty (60) Days and ninety (90) Days after the issuance of checks via First Class U.S. Mail, e-mail, and text message to Participating Class Members, Putative Collective Members, and PAGA

Members who have not yet cashed their Individual Settlement Checks, reminding them to cash their checks.

#### **8.10. Tax Characterization.**

- a.** For Participating Class Members, the Settlement Administrator shall allocate thirty-three percent (33%) of the payment as W-2 wage payments and sixty-seven percent (67%) of the payment as 1099 non-wage compensation as liquidated damages, statutory penalties, and interest.
- b.** For Participating Collective Members, the Settlement Administrator shall allocate fifty percent (50%) of the payment as W-2 wage payments and fifty percent (50%) of the payment as 1099 non-wage compensation as liquidated damages, statutory penalties, and interest.
- c.** For PAGA Members, the Settlement Administrator shall allocate one hundred percent (100%) of the amount of the PAGA Fund payment paid to each PAGA Member as 1099 non-wage compensation as statutory penalties.
- d.** Payments treated as W-2 wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and the payee under the payee’s name and Social Security number on an IRS Form W-2. Payments treated as liquidated damages, statutory penalties, and interest shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee’s name and social security number on an IRS Form 1099. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Individual Settlement Checks and Service Awards, and issuing IRS Forms W-2 and Forms 1099. Payments of Attorneys’ Fees and Costs shall be made without withholding and shall be reported to the IRS and to Plaintiffs’ Counsel on an IRS Form 1099. Payment of Service Awards will be reported as deemed appropriate by the Settlement Administrator.
- e.** The employee portion of all applicable income taxes for the wage payments and any tax responsibility for the non-wage payments will be the sole responsibility of the individual Participating Class Member, Participating Collective Member, and PAGA Member.
- f.** Defendant and the Settlement Administrator shall exchange such information as is necessary for the Settlement Administrator to make proper tax withholdings and comply with its tax reporting obligations. The Court is not endorsing, or otherwise taking a position, on the tax treatment of the Electronic Payments and the Individual Settlement Checks.

**9. RELEASE OF CLAIMS**

**9.1. Collective Release.** Each Participating Collective Member and Participating Class Member who opts in to the Settlement by electing Electronic Payment or cashing or otherwise negotiating their Individual Settlement Check shall as a result of electing Electronic Payment or cashing or otherwise negotiating their Individual Settlement Check, release and discharge the Released Parties from the Released Collective Claims as follows:

- a. Each Putative Collective Member or Participating Class Member who timely elects to receive their Individual Settlement Amount via Electronic Payment shall, as part of such election, electronically opt-in to the Settlement and agree to release and discharge the Released Parties from the Released Collective Claims. To facilitate this opt-in and release of claims, the Settlement Administrator’s online portal shall display the release of claims language below and shall require that each Settlement Class Member electronically agree to such language as part of electing the Electronic Payment option. To receive Electronic Payment, the Settlement Class Member must, prior to entry of the Final Approval Order, elect to receive their Individual Settlement Amount via Electronic Payment and electronically agree to the release of claims language below.

**RELEASE OF CLAIMS:**

By electing to receive my Individual Settlement Amount via Electronic Payment, I consent to participate in the Settlement. By operation of the entry of the Final Approval Order, I waive, release, and forever discharge the Released Parties from the claims alleged in the Litigation or that could have been alleged based on the facts alleged and that arose during my employment as an exempt-classified Employee at Lattice during the FLSA Collective Period, including, without limitation, federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys’ fees, costs, and expenses.

- b. Each Putative Collective Member and Participating Class Member who does not timely elect to receive their Individual Settlement Amount via Electronic Payment will receive an Individual Settlement Check, and those who cash or otherwise negotiate their Individual Settlement Check during the Check Cashing Period will, by virtue of cashing or otherwise negotiating their Individual Settlement Check, opt-in to the Settlement and release and discharge the Released Parties from the Released Collective Claims. To facilitate this opt-in and release of claims, all such Individual Settlement Checks shall contain, on the back of the check, the following “back of the check” release:

**RELEASE OF CLAIMS:**

By signing and/or cashing this check, I consent to participate in the Settlement. I waive, release, and forever discharge the Released Parties from the claims alleged

in the Litigation or that could have been alleged based on the facts alleged and that arose during my employment as an exempt-classified Employee at Lattice during the FLSA Collective Period, including, without limitation, federal claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

- 9.2. Class Release.** By operation of the entry of the Final Approval Order, except as to rights or claims as may be created by this Agreement, each Participating Class Member forever and fully releases the Released Parties from the Released Class Claims.
- 9.3. Release by Plaintiffs.** By operation of the entry of the Final Approval Order, except as to rights or claims as may be created by this Agreement, and in the event the Court approves and Plaintiffs receive and accept a Service Award (including in a reduced amount), Plaintiffs, and each of Plaintiffs' successors, assigns, legatees, heirs, and personal representatives, will additionally waive, release, and discharge Released Parties from all demands, claims and actions, whether known or unknown, relating to their employment or the termination of their employment with Defendant, including but not limited to claims under the Americans With Disabilities Act, Fair Labor Standards Act, Equal Pay Act, Title VII of the Civil Rights Act of 1964, Civil Rights Acts of 1866, 1871 and 1991, Family and Medical Leave Act, Age Discrimination in Employment Act, and any other federal, state or local statute, regulation, and order, and in common law, through the date Plaintiffs sign this Agreement; provided, however, that Plaintiffs do not waive the right to file a charge or complaint with any administrative agency, and do not release any claim or right that cannot be released as a matter of law. In addition, Plaintiffs, and each of Plaintiffs' successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any other similar provision under federal or state law, which provides: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.** Plaintiffs agree that this waiver is a material term of this release and that without such waiver the settlement would not have been accepted.

## **10. NULLIFICATION OR MODIFICATION OF AGREEMENT**

- 10.1. Defendant's Right to Revoke.** Defendant may terminate and withdraw from this Agreement at any time prior to the date the Court's approval of the Agreement becomes "final" (i.e., not subject to appeal or reconsideration) if: (a) the Court construes the Agreement to make Defendant pay more into the Settlement Fund than the Total Settlement Amount, subject to Section 8.1(b), plus any applicable Employer Payroll Taxes; (b) the Court makes an order that materially contradicts the terms of this Agreement including, but not limited to, certifying for settlement purposes a class, collective, or representative action that is materially different from the classes and/or collective or representative groups defined in this Agreement, or any material modification relating to the release of claims (except for an order reducing the Attorneys' Fees and Costs or the Service Award(s)); (c) any

government department raises objections to the terms in the Settlement or otherwise indicates that it intends to pursue remedies beyond those contemplated by the Settlement; or (d) more than ten percent (10%) the Settlement Class Members timely and validly opt out. If Defendant terminates and withdraws under this provision, Defendant will pay all of the Settlement Administrator's then-current costs and fees. Defendant must provide written notice to Plaintiffs of their intent to terminate and withdraw within ten (10) calendar days of the event on which revocation is based, and only after meeting and conferring with Plaintiffs' Counsel in good faith to determine whether the Parties can reach a modified agreement acceptable to both Parties. Failure to provide timely notice or to meet and confer in good faith will waive the right to revoke.

- 10.2. Action Status if Settlement Not Approved.** This Agreement is being entered into for Settlement purposes only. If: (a) Defendant properly invoke their rights under Section 10.1 of this Agreement; (b) the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order on any material modification that contradicts the terms of this Agreement (including, but not limited to, material modification of the classes and/or collective or representative groups defined in this Agreement or material modifications to the claims and penalties being released) except for any reduction of the Attorneys' Fees and Costs or the Service Award(s); (c) the Court does not approve the Settlement Agreement or enter the Final Approval Order; or (d) the Court's approval of this Agreement does not become "final" for any reason, then Defendant's Counsel and Plaintiffs' Counsel shall meet and confer to determine whether they can reach agreement on a modified Agreement. If the Parties cannot reach an agreement, this Agreement will be deemed null and void *ab initio*. If any of these conditions are met, then: (i) the Preliminary Approval Order, and/or Final Approval Order, and all of its or their provisions, will be vacated by its or their own terms, including, but not limited to, vacating preliminary certification of the classes, conditional certification of the collective, conditional appointment of Plaintiffs as class representatives, and conditional appointment of Class Counsel; and (ii) no term or draft of the Term Sheet or this Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding. If the Court does not approve this Agreement or enter the Final Approval Order for any reason, or if the Court's approval of this Agreement does not become "final" for any reason, the Parties will each retain all of their arguments, claims, defenses, and rights, and nothing in the Term Sheet, this Agreement or other papers or proceedings related to or contemplated by them may be used by any Party for any purpose in this Litigation. Specifically, this means that Defendant retains all rights to object to the maintenance of the Litigation as a class, collective, and/or representative action, and nothing in this Agreement or other papers or proceedings related to or contemplated by them shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class, collective, and/or representative action.
- 10.3. Material Modifications.** Should the Parties disagree on what constitutes a material change, the previously-hired mediator, Michael Loeb, or another mutually agreed upon mediator, shall resolve any disputes as a neutral third-party. The costs of the mediator shall be split by the Parties.

**11. PARTIES' AUTHORITY**

- 11.1. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

**12. MUTUAL COOPERATION**

- 12.1. The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein.

**13. NO ADMISSION OF LIABILITY**

- 13.1. Defendant denies all the allegations made by Plaintiffs and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted herein. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle these claims on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigation. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendant, nor as an admission that a class or collective should be certified for any purpose other than settlement purposes.

**14. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS**

- 14.1. **No Assignment.** Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, or any portion thereof or interest therein, including, but not limited to, any interest in his claims, or any related action, and any attempt to do so shall be of no force or effect.
- 14.2. **Entire Agreement.** This Agreement (including its Exhibits) constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement except that the Parties' separate July 3, 2024 tolling agreement remains in full force and effect and is not merged with this Agreement.
- 14.3. **Binding Effect.** This Agreement shall be binding upon the Parties.
- 14.4. **Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and

have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

- 14.5. Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 14.6. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. Words used in this Agreement that are either singular or plural shall be construed to include the other where the context requires.
- 14.7. Governing Law.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 14.8. Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 14.9. Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, with any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 14.10. Confidentiality.** Plaintiffs and Class Counsel will keep the Settlement and related documents, and their settlement negotiations (including, but not limited to, the negotiations in the course of mediation), confidential and will not disclose that information to any third party until such time as Plaintiffs file the Preliminary Approval Motion. If contacted by the media before Plaintiffs file the Preliminary Approval Motion, Plaintiffs and Class counsel shall decline to respond. After Plaintiffs and Class Counsel file the Preliminary Approval Motion, they will not initiate public comments regarding the Settlement to the press or media. After Plaintiffs file a Motion for Preliminary Approval, if Plaintiffs and/or Class Counsel are contacted by the press or media regarding the Settlement, they may advise that the Litigation has been amicably resolved and refer them to the public filings in the Litigation. Class Counsel may put only publicly available information about the Settlement

on their website or in any description of their experience filed with a court in other cases. Class Counsel may disclose information necessary to seeking approval of the Settlement in filings with the Court and in arguments before the Court in this case. Plaintiffs and Class Counsel agree to maintain the confidentiality of any information exchanged between the Parties, and that they will not disclose any settlement or mediation privileged communications. Nothing in this Paragraph 14.10 restricts Plaintiffs' Counsel's communications with Plaintiffs or individuals who are or may be Class Members, Putative Collective Members, or PAGA Members, at any time.

- 14.11. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of the Litigation, except such proceedings necessary to implement and obtain entry of the Preliminary Approval Order and the Final Approval Order. The Parties further agree that the mutual, voluntary cessation of litigation will terminate if the Preliminary Approval Order Motion or the Final Approval Order is denied by the Court.
- 14.12. Disposal of Class List.** Within six (6) years after the completion of the administration, all originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion thereof, including any updated contact information obtained, will be returned to Defendant and/or deleted by the Settlement Administrator.
- 14.13. Waiver of Appeal.** The Parties, their respective counsel, and all Settlement Class Members who do not object to the Settlement as provided in this Settlement, agree to waive their right to appeal an order granting final approval of this Settlement or entering judgment in this Litigation, so long as such order is consistent with the material terms of this Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or appeals.
- 14.14. Change of Time Periods.** All time periods and dates described in this Settlement are subject to the Court's approval. These time periods and dates may be changed either by the Court or by the Parties' written agreement without notice to the Settlement Class Members and PAGA Members.
- 14.15. Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary to any releases contained herein, including the release of the Released Class Claims, Released Collective Claims and Released PAGA Claims.
- 14.16. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution by the Parties. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 14.17. Facsimile, Electronic, and Email Signatures.** Any Party may execute this Agreement by signing, including by electronic means, and transmitting that signature page via facsimile, email, or electronic signature technology to counsel for the other party. Any signature made and transmitted by facsimile, email, or electronic signature technology for the purpose of

executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile, email, or electronic signature technology.

**14.18. Signatories.** This Agreement is valid and binding if signed by Defendant's authorized representatives and Plaintiffs.

**WE AGREE TO THESE TERMS.**

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

By:   
Eric Hijuelos

Dated: 03/18/2026

By: \_\_\_\_\_  
Degree, Inc. dba Lattice  
By Sarah Franklin, CEO

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Rema Khacho

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

By: \_\_\_\_\_  
Madison Lattner

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

By: \_\_\_\_\_  
Kyle Nelson

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

By: \_\_\_\_\_  
Emma Hirz

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

By: \_\_\_\_\_  
Christopher Lara

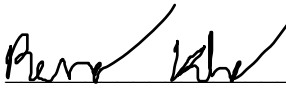
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By: \_\_\_\_\_  
Brian Mojica

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

By: \_\_\_\_\_  
Eric Hijuelos

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

By:  \_\_\_\_\_  
Rema Khacho

Dated: 03/19/2026

By: \_\_\_\_\_  
Madison Lattner

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

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Kyle Nelson

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By Sarah Franklin, CEO

Dated: \_\_\_\_\_, 2026

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

By:  \_\_\_\_\_  
Brian Mojica

Dated: 03/19/2026

By: \_\_\_\_\_  
Eric Hijuelos

Dated: \_\_\_\_\_, 2026

By: *Sarah Franklin* \_\_\_\_\_  
Degree, Inc. dba Lattice  
By Sarah Franklin, CEO

Dated: March 18, 2026

By: \_\_\_\_\_  
Rema Khacho

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Madison Lattner

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Kyle Nelson

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Emma Hirz

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Christopher Lara

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_  
Brian Mojica

Dated: \_\_\_\_\_, 2026

**Exhibit A-1**  
**Amended Class Notice**

# Notice of Class Action Settlement

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You are receiving this Notice because Degree, Inc. dba Lattice's records reflect that you are eligible to participate in a Settlement, because you were employed by Lattice:

- (1) in **California** as an **Account Executive** between July 3, 2020 and September 1, 2025, or as a **Sales Development Representative** or **Business Development Representative** between July 3, 2020 and May 1, 2023; or
- (2) in **New York** as an **Account Executive** between July 3, 2018 and September 1, 2025, or as a **Sales Development Representative** or **Business Development Representative** between July 3, 2018 and May 1, 2023.

A Settlement has been proposed in a class, collective, and representative action pending in Supreme Court of the State of New York, County of Nassau titled *Hijuelos et al. v Degree, Inc. dba Lattice*, Case No. [REDACTED]. This notice summarizes the key terms of the proposed Settlement and your rights and options. If you have any questions about your legal rights, please contact the lawyers representing the class at [email] or [phone]. If you have any questions about the Settlement, please contact the Settlement Administrator at [REDACTED].

Important things to know:

- You are eligible to receive an estimated payment of **[\$AMOUNT]** from this Settlement, subject to applicable taxes and withholdings. If you take no action, you will be eligible for a Settlement payment, and you will be included in the Settlement.
- You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: **[online portal]**.
- The Court still needs to review and approve the Settlement. Settlement payments will be made if the Court approves the Settlement. Please be patient.

# About This Notice

## What is the Lawsuit about?

Several former Lattice employees (called "Plaintiffs") filed an action claiming that the Company misclassified Account Executives, Business Development Representatives, and Sales Development Representatives as "exempt" from overtime laws. Plaintiffs allege that the Company failed to pay overtime wages, provide required meal and rest breaks or premium payments in lieu thereof, pay wages timely during employment and at separation, pay all wages owed, provide legally compliant wage statements or wage notices, and maintain accurate wage records in accordance with applicable laws. One Plaintiff also alleges claims for penalties under the California Private Attorneys General Act of 2004 ("PAGA").

The Court has not made any judgment or determination about Plaintiffs' allegations. Lattice denies and disputes the allegations and maintains that it complies with applicable laws in good faith. Lattice also denies that Plaintiffs' allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiffs' claims or allegations in the Lawsuit. The Court has not decided this case in favor of either side. However, both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

## Why did I get this Notice?

This Notice is to tell you about the Settlement of a Lawsuit brought on behalf of all employees who work or have worked as Account Executives, Business Development Representatives, and/or Sales Development Representatives for Lattice in California and New York during the relevant periods. You received this Notice because Lattice's records show that you are part of the proposed Settlement class. This Notice gives you a summary of the Settlement terms and explains your rights and options.

## What do I do next?

Read this Notice carefully to understand the Settlement terms and determine if you are a class member. Then, decide if you want to:

<b>DO NOTHING</b>	You will receive payment in the amount of approximately <b>\$[amount]</b> and you will be included in the Settlement and release the claims covered by the lawsuit. You can receive this payment by check or request an electronic payment at <b>[online portal]</b> .
<b>OPT OUT</b>	You will receive no payment in the Settlement. Opting out is the only option that allows you to bring or maintain your own lawsuit against the Company about the same allegations or claims in the Lawsuit.
<b>OBJECT</b>	Tell the Court if you do not like the Settlement by submitting an Objection to the Settlement Administrator. Submitting an Objection does not exclude you from the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**

Your deadline to request electronic payment at **[online portal]**: **[date]**

## Learning About the Settlement

### What does the Settlement provide?

The Company has agreed to pay \$1,650,000 to a settlement fund. This money will be divided among the class members and will also be used to pay costs and lawyer fees approved by the Court (i.e., up to \$550,000), any service payments awarded to Plaintiffs who filed the Lawsuit (up to \$10,000 each), the amount allocated under PAGA to the state of California (i.e., \$16,500), and the cost of settlement administration (i.e., **[\$ ]**). Members of the settlement class will “release” their claims as part of the Settlement, which means they cannot sue Lattice for the same issues or claims raised by the Lawsuit. The full terms of the release can be found in the Settlement Agreement. You can view the complete Settlement Agreement at **[online portal]**.

### Where can I learn more?

You can review the complete Settlement Agreement and other key documents by visiting **[online portal]**.

The Settlement allows the Plaintiffs who brought this Lawsuit to request a service award of up to \$10,000 each, to compensate them for their work on the case. These are called "service payments." The Court will make the final decision as to any amount to be paid to Plaintiffs as service payments. The Court may approve the Settlement even if it does not approve the requested Service Awards.

Your estimated share of the Settlement is approximately **\$[amount]**.

## How was my estimated payment calculated?

The calculation of your payment depends on time worked as an eligible employee:

- In California: between July 3, 2020 and September 1, 2025 for Account Executives; and between July 3, 2020 and May 1, 2023 for Sales Development Representatives or Business Development Representatives.
- In New York: between July 3, 2018 and September 1, 2025 for Account Executives; and between July 3, 2018 and May 1, 2023 for Sales Development Representatives or Business Development Representatives.

The Settlement Administrator used information from Lattice's records to calculate your payment based on the number of weeks you worked in an eligible role:

- Lattice's records show that you worked as an eligible employee during the relevant period from **[insert start date]** to **[insert end date]**, and you were on a leave of absence from **[insert start date]** to **[insert end date]**.
- This resulted in a calculation of **[insert number]** eligible weeks for you.
- Based on the allocation formula, if the Court approves the Settlement, you will receive an individual settlement payment of approximately **\$[AMOUNT]**.

Eligible employees who worked in California and/or New York received a higher amount for each week worked compared with employees who worked in other states because there are more claims alleged under California and New York law than under federal law alone.

One third (1/3) of your individual settlement payment is treated as wages and subject to tax withholdings and deductions (paid on IRS Form W2), and two thirds (2/3) is treated as non-wage compensation with no taxes withheld (paid on IRS Form 1099).

*The Settlement Administrator and lawyers in the case cannot advise you on taxes associated with this payment. The Court is not endorsing, or otherwise taking a position, on the tax treatment of the settlement payments. Please seek your own personal tax advice.*

## Do I have a lawyer in this case?

In a class action settlement, the Court approves lawyers to represent the class and its members. For this Settlement, the Court has preliminarily approved the following lawyers as class counsel:

Melissa L. Stewart  
Emma R. Janger  
OUTTEN & GOLDEN LLP  
695 Third Avenue, 25th Floor  
New York, NY 10017  
[insert phone number]  
[insert email]

These are the lawyers who negotiated the Settlement on behalf of the class. If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers?

No. These lawyers' fees and costs will be paid from the Settlement fund.

To date, class counsel has not been paid any money for their work or the expenses that they have paid for the case. To pay for their time and risk in bringing this case without any guarantee of payment, class counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up one-third of the Settlement fund, or up to \$550,000 total in lawyers' fees, plus reimbursement of out-of-pocket costs. Although the maximum amount that Lattice has agreed to pay under this Settlement is \$1,650,000.00, the amount it will actually pay depends on the number of collective members who ultimately cash settlement checks or request electronic payments. Class counsel will apply for fees as a percentage of \$1,650,000.00, the amount the Settlement makes available to class and collective members.

Lawyers' fees and costs will only be awarded if approved by the Court and in the amount approved by the Court. The Court may approve the Settlement even if it does not approve the full amount of the requested lawyers' fees and costs. You have the right to object to the lawyers' fees or costs even if you think the other Settlement terms are fair.

## Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view the Settlement Agreement at [\[online portal\]](#). To get answers to your questions, you can contact class counsel at [\[contact info\]](#) or the Settlement Administrator at [\[contact info\]](#).

## What happens next?

The Court has directed the parties to send you this Notice about the proposed Settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the Settlement before it can take effect. The Court may hold a final fairness hearing to determine whether the Settlement should be approved. If the Court schedules a fairness hearing, information will be available at [\[online portal\]](#). Payments will be made if and after the Court grants final approval of the Settlement.

## Option 1: Do Nothing, and Get a Payment

### How do I participate in the Settlement?

**If you wish to participate in the Settlement and receive a payment, you do not need to take any action.** If the Court grants final approval of the Settlement, you will receive a settlement payment of approximately \$[\[AMOUNT\]](#) by check in the mail, or you can also elect to receive an electronic payment at [\[online portal\]](#).

If your mailing address has changed, please contact the Settlement Administrator at [\[contact info\]](#).

### When will I receive the money?

If the Court grants final approval of the Settlement, payments are anticipated to be distributed approximately two months after the Court grants final approval. Please be patient and update the Settlement Administrator if your contact information changes.

### What am I giving up to obtain payment under the Settlement?

If the Court approves the proposed Settlement and you participate in the Settlement, by cashing your check or receiving electronic payment, you will be releasing claims

against the Company. This generally means that you will not be able to file your own lawsuit or continue prosecuting or participating in another lawsuit regarding the claims and allegations in the Lawsuit.

## Option 2: Exclude Yourself (“Opt Out”)

### What if I don’t want to be part of this Settlement?

You can opt out. If you do, you will not receive any payment and you cannot object to the Settlement. You will not be affected by anything that happens in this case.

### How do I opt out?

To opt out of the Settlement, you must mail an opt out statement by [date] to the Settlement Administrator at their address listed below under “Key Resources.”

You must include your name, address, telephone number, and a signed statement indicating your intent to opt out, such as “I opt out of the Lattice settlement.”

## Option 3: Object to the Settlement

### What if I disagree with the Settlement?

If you disagree with any part of the Settlement but you do not want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the Settlement — it cannot change the terms of the Settlement. You may, but are not required to, hire your own lawyer to help you at your own expense.

To object, you should mail a letter to the Settlement Administrator listed below under “Key Resources” and ensure it:

1. is postmarked by [date];
2. includes your full name, address and telephone number;
3. states the reasons for your objection and any supporting documentation; and

4. includes your signature.

Any grounds for your objection that are not included in your written letter to the Settlement Administrator may not be considered. The Court will use its discretion as to whether to consider such grounds.

## What is the difference between opting out and objecting to the Settlement?

Opting out is telling the Court that you do not want to be part of the settlement class. If you opt out, you cannot object because the Settlement no longer affects you. Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the settlement class.

## Key Resources

### How do I get more information?

There are more details in the case documents. To get a copy of the case documents or get answers to your questions, you can go to the [\[online portal\]](#) or contact the Settlement Administrator or class counsel:

Resource	Contact Information
<b>Settlement Administrator</b>	<p>[Case Administrator]            [Street Address]            [City, State, Zip Code]            [Phone Number]</p>
<b>Class Counsel</b>	<p>Outten &amp; Golden LLP            [insert phone number]            [insert email address]</p>

**Exhibit A-2**  
**Amended Collective Notice**

# Notice of Collective Action Settlement

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You are receiving this notice because Degree, Inc dba Lattice's records reflect that you are eligible to participate in a Settlement, because you were employed by Lattice outside of California or New York, as an **Account Executives** between July 3, 2021 and September 1, 2025, or as a **Sales Development Representatives** or **Business Development Representatives** between July 3, 2021 and May 1, 2023.

A Settlement has been proposed in a class, collective, and representative action pending in Supreme Court of the State of New York, County of Nassau titled *Hijuelos et al. v Degree, Inc. dba Lattice*, Case No. [REDACTED]. This notice summarizes the key terms of the proposed Settlement and your rights and options. If you have any questions about your legal rights, please contact the lawyers representing the class at [email] or [phone number]. If you have any questions about the Settlement, please contact the Settlement Administrator at [REDACTED].

Important things to know:

- The Court still needs to review and approve the Settlement. Settlement payments will be made if the Court approves the Settlement. Please be patient.
- You are eligible for an estimated payment of \$[AMOUNT] if the Court approves the settlement, subject to applicable taxes and withholdings. If you accept your Settlement payment, you will be included in the Settlement, and your rights will be affected.
- You may elect electronic payment or update your mailing address to ensure receipt of the settlement payment at: [online portal]

# About This Notice

## What is the Lawsuit about?

Several former Lattice employees (called "Plaintiffs") filed an action claiming that the Company misclassified Account Executives, Business Development Representatives, and Sales Development Representatives as "exempt" from overtime laws. Plaintiffs alleged that the Company failed to pay overtime wages, provide required meal and rest breaks or premium payments in lieu thereof, pay wages timely during employment and at separation, pay all wages owed, provide legally compliant wage statements or wage notices, and maintain accurate wage records in accordance with applicable laws. One Plaintiff also alleges claims for penalties under the California Private Attorneys General Act of 2004 ("PAGA").

The Court has not made any judgment or determination about Plaintiffs' allegations. Lattice denies and disputes the allegations and maintains that it complies with applicable laws in good faith. Lattice also denies that Plaintiffs' allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of Plaintiffs' claims or allegations in the Lawsuit. The Court has not decided this case in favor of either side. However, both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

## Why did I get this Notice?

This Notice is to tell you about Settlement of a Lawsuit brought on behalf of all employees who work or have worked as Account Executives, Business Development Representatives, and/or Sales Development Representatives for Lattice, except in California or New York, during the relevant periods. You received this Notice because Lattice's records show that you are part of the proposed Settlement collective. This Notice gives you a summary of the Settlement and explains your rights and options.

## What do I do next?

Read this Notice carefully to understand the Settlement terms and determine if you are a collective member. If the Court approves the Settlement, you will receive a

settlement check in the amount of approximately **\$[amount]**. You will then have a choice to make:

<b>ACCEPT PAYMENT</b>	Accept the settlement payment by electing to receive electronic payment at <b>[online portal]</b> or cash or deposit the check. You will be included in the Settlement and release the claims included in the lawsuit.
<b>DO NOTHING</b>	Decline the settlement payment and choose not to cash or deposit the check. You will not be included in the Settlement.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

## About the Settlement

### What does the Settlement provide?

The Company has agreed to pay \$1,650,000 to a settlement fund. This money will be divided among the class members and will also be used to pay for costs and lawyer fees approved by the Court (i.e., up to \$550,000), any service payments awarded to Plaintiffs who filed the Lawsuit (up to \$10,000 each), the amount allocated under PAGA to the state of California (i.e., \$16,500), and the cost of settlement administration (i.e., **\$[ ]**). Members of the settlement class will “release” their claims as part of the Settlement, which means they cannot sue Lattice for the same issues or claims raised by the lawsuit. The full terms of the release can be found in the Settlement Agreement. You can view the complete Settlement Agreement at **[online portal]**.

#### Where can I learn more?

You can review the complete settlement agreement and other key documents by visiting **[online portal]**.

The Settlement allows the Plaintiffs who brought this Lawsuit to request a service award of up to \$10,000 each, to compensate them for their work on the case. These are called “service payments.” The Court will make the final decision as to any amount to be paid to Plaintiffs as service payments. The Court may approve the Settlement even if it does not approve the requested Service Awards.

Your estimated share of the Settlement is approximately **\$[amount]**.

## How is my estimated payment calculated?

The calculation of your payment depends on time worked as an eligible employee: between July 3, 2021 and September 1, 2025 for Account Executives; and between July 3, 2021 and May 1, 2023 for Sales Development Representatives or Business Development Representatives. It also depends on whether you worked in California, New York, or another state.

The Settlement Administrator used information from Lattice's records to calculate your payment based on the number of weeks you worked in an eligible role:

- Lattice's records show that you worked as an eligible employee during the relevant period from [insert start date] to [insert end date][, and you were on a leave of absence from [insert start date] to [insert end date]].
- This resulted in a calculation of [insert number] eligible weeks for you.
- Based on the allocation formula, if the Court approves the Settlement, you will receive an individual settlement payment of approximately \$[AMOUNT].

One half (1/2) of your individual settlement payment will be treated as wages and subject to tax withholdings and deductions (paid on IRS Form W2), and one half (1/2) is treated as non-wage compensation with no taxes withheld (paid on IRS Form 1099).

*The Settlement Administrator and lawyers in the case cannot advise you on taxes associated with this payment. The Court is not endorsing, or otherwise taking a position, on the tax treatment of the settlement payments. Please seek your own personal tax advice.*

## Do I have a lawyer in this case?

In a collective action settlement, the Court approves lawyers to represent the collective and its members. For this Settlement, the Court has preliminarily approved the following lawyers as collective counsel:

Melissa L. Stewart  
Emma R. Janger  
OUTTEN & GOLDEN LLP  
695 Third Avenue, 25th Floor  
New York, NY 10017  
[insert phone number]  
[insert email]

These are the lawyers who negotiated this Settlement on behalf of the collective. If you want to be represented by your own lawyer, you may hire one at your own expense.

## Do I have to pay the lawyers?

No. These lawyers' fees and costs will be paid from the Settlement fund.

To date, collective counsel has not been paid any money for their work or the expenses that they have paid for the case. To pay for their time and risk in bringing this case without any guarantee of payment, collective counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up to one-third of the Settlement fund, or up to \$550,000 total in lawyers' fees, plus reimbursement of out-of-pocket costs. Although the maximum amount that Lattice has agreed to pay under this Settlement is \$1,650,000.00, the amount it will actually pay depends on the number of collective members who ultimately cash settlement checks or request electronic payments. Class counsel will apply for fees as a percentage of \$1,650,000.00, the amount the Settlement makes available to class and collective members.

Lawyers' fees and costs will only be awarded if approved by the Court and in the amount approved by the Court. The Court may approve the Settlement even if it does not approve the full amount of the requested lawyers' fees and costs.

## Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can view the Settlement Agreement at [\[online portal\]](#). To get answers to your questions, you can contact class counsel at [\[contact info\]](#) or the Settlement Administrator at [\[contact info\]](#).

## What happens next?

The Court has directed the parties to send you this Notice about the proposed Settlement. The Court must give final approval to the Settlement before it can take effect. The Court may hold a final fairness hearing to determine whether the Settlement should be approved. If the Court schedules a fairness hearing, information will be available at [\[online portal\]](#). Payments will be made if and after the Court grants final approval of the Settlement.

## Option 1: Deposit or cash a settlement check, or receive electronic payment.

### How do I participate in the Settlement?

**If you wish to participate in the Settlement and receive a payment, you do not need to take any action.** If the Court grants final approval of the Settlement, you will receive a settlement payment of approximately **[\$AMOUNT]** by check in the mail or you can also elect to receive an electronic payment at **[online portal]**.

If your mailing address has changed, please contact the Settlement Administrator at **[contact info]**.

### When will I receive the money?

If the Court grants final approval, settlement payments are anticipated to be distributed approximately two months after the Courts grants final approval. Please be patient and update the Settlement Administrator if your contact information changes.

### What am I giving up to obtain payment under the Settlement?

If the Court approves the proposed Settlement and you participate in the Settlement, by cashing your check or receiving electronic payment, you will be releasing claims against the Company. This generally means that you will not be able to file your own lawsuit or continue prosecuting or participating in another lawsuit regarding the claims and allegations in the Lawsuit.

## Option 2: Do Nothing

### What if I don't want to be part of this Settlement?

You do not have to be part of this Settlement. If the Court approves the Settlement, you will receive a notice with a check enclosed. If you do not want to be a part of the Settlement, do NOT deposit or cash the check, and you will not be a part of the Settlement or release any claims.

## Key Resources

### How do I get more information?

There are more details in the case documents. To get a copy of the case documents or to get answers to your questions, you can go to the **online portal** or contact the Settlement Administrator or counsel:

Resource	Contact Information
<b>Settlement Administrator</b>	[Case Administrator] [Street Address] [City, State, Zip Code] [Phone Number]
<b>Collective Counsel</b>	Outten & Golden LLP [insert phone number] [insert email address]

**Exhibit A-3**  
**Notice Email**

Subject: Lattice – Notice of Settlement

You are receiving this email because Lattice's records show that you are eligible to participate in a proposed class, collective, and representative settlement. Your estimated share of the settlement is approximately \$[amount]. You should have received a detailed notice by mail. If you do not have or did not receive your mailed notice, please contact the Settlement Administrator at [administrator email and phone number] to request access to an electronic copy or get your unique ID to access the settlement portal available at [insert portal] or a remailed notice. You can contact the Settlement Administrator, or Outten & Golden LLP, counsel for the settlement class, at [insert] or [insert email]@outtengolden.com, for questions about the settlement.

**Exhibit B-1**  
**Class Reminder Postcard**

A settlement has been approved in a class, collective, and representative action lawsuit pending in Supreme Court of the State of New York, County of Nassau titled *Hijuelos et al. v Degree, Inc. dba Lattice*, Case No. [REDACTED]. **You are a member of the settlement class and should have received an individual settlement check in the amount of \$[AMOUNT]. Our records show that you have not cashed your check.**

**Key things to know:**

- If you do not cash your check by [120 days from original mailing or re mailing], you will still be part of the settlement and will release claims against Lattice, but you will not receive any payment.
- Please contact [settlement administration contact] if you do not have your check, or counsel for the settlement class at [insert phone number] or [insert email address] if you have questions about the settlement.

**Reminder  
regarding your  
individual  
settlement  
payment.**

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

**Exhibit B-2**  
**Collective Reminder Postcard**

A Settlement has been approved in a class, collective, and representative action lawsuit pending in Supreme Court of the State of New York, County of Nassau titled *Hijuelos et al. v Degree, Inc. dba Lattice*, Case No. [REDACTED]. **You are a putative member of the Settlement collective and should have received an individual settlement check in the amount of \$[AMOUNT]. Our records show that you have not cashed your check.**

**Key things to know:**

- If you do not cash your check by [120 days from original mailing or remailing], you will not be part of this Settlement and will not receive any payment.
- Please contact [settlement administration contact] if you do not have your check, or counsel for the Settlement collective at [insert phone number] or [insert email address] if you have questions about the Settlement.

**Reminder  
regarding your  
individual  
settlement  
payment.**

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>

**Exhibit B-3**  
**Email Reminder**

Subject: Lattice – Deadline to Cash Settlement Check

A Settlement has been approved in a class, collective, and representative action lawsuit pending in Supreme Court of the State of New York, County of Nassau titled *Hijuelos et al. v Degree, Inc. dba Lattice*, Case No. [REDACTED]. You are a member of the Settlement class and should have received an individual settlement check for your share of the Settlement in the amount of \$[AMOUNT]. Our records show that you have not cashed your check.

To get money from the Settlement, you must cash your check by [insert date that is 120 days after check mailing]. If you do not have or did not receive your settlement check, please contact the Settlement Administrator at [administrator email and phone number]. You can contact Outten & Golden LLP at [insert] or [insert email]@outtengolden.com for questions about the Settlement.

**Exhibit B-4**  
**Text Reminder**

You are a member of the settlement class in Hijuelos v. Lattice. We sent you a settlement check in the amount of **[\$AMOUNT]**. Our records show that you have not cashed your check. To get money from the settlement, you must cash your check by **[insert date that is 120 days after check mailing]**. If you do not have or did not receive your settlement check, please contact the Settlement Administrator at **[administrator email and phone number]**. You can contact Outten & Golden LLP at **[insert]** or **[insert email]**@outtengolden.com for questions about the settlement.

**Exhibit C**  
**PAGA Check Enclosure Letter**

Dear [California PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act ("PAGA") settlement payment, in the amount of \$[AMOUNT], in the settlement (the "Settlement") of *Hijuelos et al. v Degree, Inc. dba Lattice*, [Case Number], a class, collective, and representative action filed in the Supreme Court of the State of New York, County of Nassau (the "Lawsuit"). You are receiving this check because you are a member of this Settlement's California PAGA Member group, which is defined to include individuals employed by Lattice in California as Account Executives from July 3, 2023 through September 1, 2025.

Several former Lattice employees ("Plaintiffs") alleged that Lattice misclassified Account Executives as "exempt" from overtime laws and consequently failed to pay them overtime pay. Plaintiffs also brought related claims against Lattice for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal and rest breaks, late payment of wages during employment and upon separation, non-compliant wage statements, and associated penalties. One Plaintiff also brought a PAGA claim on behalf of the State of California that sought penalties from Lattice for the overtime and other violations Plaintiffs alleged.

Lattice denies and disputes the allegations and maintains that it complies with applicable laws in good faith. Lattice further denies that Plaintiffs' allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only. The Court has not made any judgment or determination as to whether Plaintiffs' allegations are valid or accurate. Both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

To settle the PAGA claim, Lattice agreed to pay up to \$16,500.00 (out of the Total Settlement Amount of \$1,650,000), which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor Workforce Development Agency and the remaining 35% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the PAGA Fund, based on the number of weeks you worked from July 3, 2023 through September 1, 2025 as an exempt-classified Account Executive. Your individual PAGA settlement amount is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this Settlement, you are precluded from bringing PAGA claims for penalties pled in the operative complaint and PAGA Notice Letter, or that could have been pled based on the facts

alleged in the operative complaint and PAGA Notice Letter (including, but not limited to, any and all claims under California Labor Code §§ 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during your employment as an exempt-classified Account Executive from July 3, 2023 through September 1, 2025. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of your individual PAGA settlement payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date, and your individual PAGA settlement amount will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at XX or XX or class counsel, Outten & Golden LLP, at [number] or [email]@outtengolden.com.

Regards,

Lattice Settlement Administrator

**Exhibit C**  
**PAGA Check Enclosure Letter**

Dear [California PAGA Member Name]:

The enclosed check includes your share of the California Private Attorneys General Act ("PAGA") settlement payment, in the amount of \$[AMOUNT], in the settlement (the "Settlement") of *Hijuelos et al. v Degree, Inc. dba Lattice*, [Case Number], a class, collective, and representative action filed in the Supreme Court of the State of New York, County of Nassau (the "Lawsuit"). You are receiving this check because you are a member of this Settlement's California PAGA Member group, which is defined to include individuals employed by Lattice in California as Account Executives from July 3, 2023 through September 1, 2025.

Several former Lattice employees ("Plaintiffs") alleged that Lattice misclassified Account Executives as "exempt" from overtime laws and consequently failed to pay them overtime pay. Plaintiffs also brought related claims against Lattice for alleged violations of the California Labor Code, including claims for unpaid wages, missed meal and rest breaks, late payment of wages during employment and upon separation, non-compliant wage statements, and associated penalties. One Plaintiff also brought a PAGA claim on behalf of the State of California that sought penalties from Lattice for the overtime and other violations Plaintiffs alleged.

Lattice denies and disputes the allegations and maintains that it complies with applicable laws in good faith. Lattice further denies that Plaintiffs' allegations are appropriate for resolution as a class or collective action or representative PAGA action, other than for Settlement purposes only. The Court has not made any judgment or determination as to whether Plaintiffs' allegations are valid or accurate. Both sides have agreed to resolve the claims to avoid the risk and expense of litigation.

To settle the PAGA claim, Lattice agreed to pay up to \$16,500.00 (out of the Total Settlement Amount of \$1,650,000), which will be distributed according to PAGA's requirement that 65% be distributed to the California Labor Workforce Development Agency and the remaining 35% be paid to members of the California PAGA Group. Your individual PAGA settlement payment is determined by your proportional share of the PAGA Fund, based on the number of weeks you worked from July 3, 2023 through September 1, 2025 as an exempt-classified Account Executive. Your individual PAGA settlement amount is separate from and in addition to any other individual settlement payment you may receive in this case.

Because the State of California has released its PAGA claims through this Settlement, you are precluded from bringing PAGA claims for penalties pled in the operative complaint and PAGA Notice Letter, or that could have been pled based on the facts alleged in the operative complaint and PAGA Notice Letter (including, but not limited

to, any and all claims under California Labor Code §§ 201, 202, 203, 204, 208, 210, 223, 226, 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2698, 2699, 2699.3, 2699.5, and 2802), and that accrued during your employment as an exempt-classified Account Executive from July 3, 2023 through September 1, 2025. Unless you excluded yourself from the class action portion of this settlement, you are also bound by the settlement release described in the settlement notice.

Enclosed you will also find an IRS Form 1099 for 100% of your individual PAGA settlement payment. Please note that neither the Settlement Administrator nor Class Counsel can provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date, and your individual PAGA settlement amount will revert to the California unclaimed property fund. If you have any questions about the calculation of your payment, please contact the Settlement Administrator at XX or XX or class counsel, Outten & Golden LLP, at [number] or [email]@outtengolden.com.

Regards,

Lattice Settlement Administrator

**Exhibit D-1**  
**Preliminary Approval Order**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

**ERIC HIJUELOS, KYLE NELSON, EMMA HIRZ, REMA KHACHO, CHRITOPHER LARA, MADISON LATTNER, and BRIAN MOJICA**, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

**DEGREE, INC. dba LATTICE,**

Defendant.

Index No:

Judge:

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY SETTLEMENT APPROVAL**

The above-entitled matter came before the Court on Plaintiffs' Motion for Preliminary Settlement Approval.

1. The Court grants preliminary approval of the settlement memorialized in the parties' Settlement Agreement and Release (the "Agreement"), attached to the Affirmation of Melissa L. Stewart as Exhibit A.

2. The Court finds that the proposed classes preliminarily satisfy the prerequisites of New York Civil Practice Law and Rules ("CPLR") §§ 901 and 902 and provisionally certifies the following classes under CPLR Article 9, for settlement purposes only:

**California Class:** All individuals employed by Lattice in California as an Account Executive from July 3, 2020 through September 1, 2025 and/or as a Sales Development Representative and/or Business Development Representative from July 3, 2020 through May 1, 2023.

**New York Class:** All individuals employed by Lattice in New York as an Account Executive from July 3, 2018 through September 1, 2025 and/or as a Sales Development Representative and/or Business Development Representative from July 3, 2018 through May 1, 2023.

3. The Court conditionally certifies the proposed collective pursuant to 29 U.S.C. § 216(b), for settlement purposes only:

**Collective:** All individuals employed by Lattice nationwide, except in California or New York, as an Account Executive from July 3, 2021 through September 1, 2025 and/or as a Sales Development Representative and/or Business Development Representative from July 3, 2021 through May 1, 2023.

4. The Court appoints Outten & Golden LLP as Class Counsel, for settlement purposes only.

5. The Court appoints CAC Services Group, LLC as the Settlement Administrator.

6. The Court approves the Notices and directs their distribution pursuant to CPLR § 908.

7. The Court retains discretion to schedule a hearing in the event any member of the Class files an objection and requests to be heard. Class Counsel shall notify the Court of any objections and requests for a hearing. Should the Court schedule a hearing for this purpose, Class Counsel shall provide notice of the hearing on the Objectors via First Class U.S. Mail, advising them of the date, time, and location of the hearing, and instruct the Settlement Administrator to post notice of the hearing date, time, and location to all Class Members by posting on the online portal.

It is so ORDERED this \_\_\_ day of \_\_\_\_\_, 202\_.

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Hon.

**Exhibit D-2**  
**Final Approval Order**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

**ERIC HIJUELOS, KYLE NELSON, EMMA  
HIRZ, REMA KHACHO, CHRITOPHER  
LARA, MADISON LATTNER, and BRIAN  
MOJICA**, on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

**DEGREE, INC. dba LATTICE,**

Defendant.

Index No:

Judge:

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR  
FINAL SETTLEMENT APPROVAL**

The above-entitled matter came before the Court on Plaintiffs' Motion for Final Settlement Approval.

1. The Court grants final approval of the Settlement Agreement and Release (the "Agreement"), attached as Exhibit A to the Stewart Affirmation and so-orders all of its terms. The Court finds that the Agreement is fair, reasonable, and adequate and reflects a reasonable compromise of contested issues.

2. On **DATE**, the Court preliminarily certified the Classes for settlement purposes only. NYSCEF No. **XX**. The Court now grants final certification of the Classes for settlement purposes only pursuant to CPLR §§ 901, 902, and 908.

3. The Court approves the Service Awards in the amounts requested.

4. The Court approves Plaintiffs' requested Attorneys' Fees and Costs.

5. The Settlement Administrator shall distribute settlement funds in accordance with the Agreement.

6. As of the Effective Date, the Agreement is binding on all Participating Class Members, all Participating Collective Members, and all PAGA Members. The Court orders dismissal with prejudice of all Released Class Claims, Released Collective Claims, and Released PAGA Claims, in accordance with the Agreement.

7. The Court expressly retains jurisdiction to enter such further Orders as may be appropriate in administering and implementing the terms and provisions of the Agreement.

It is so ORDERED this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
Hon.

**Exhibit E  
Complaint**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NASSAU

ERIC HIJUELOS, EMMA HIRZ, REMA KHACHO,  
CHRISTOPHER LARA, MADISON LATTNER,  
BRIAN MOJICA, and KYLE NELSON, on behalf of  
themselves and all others similarly situated,

Index No.

Plaintiffs,

-against-

DEGREE, INC. dba LATTICE,

Defendant.

**COMPLAINT**

Plaintiffs Eric Hijuelos, Emma Hirz, Rema Khacho, Christopher Lara, Madison Lattner, Brian Mojica, and Kyle Nelson (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, by and through their attorneys Outten & Golden LLP, complaining of the conduct of Defendant Degree, Inc. dba Lattice (“Lattice” or “Defendant”), allege as follows:

**PRELIMINARY STATEMENT**

1. This lawsuit seeks to recover unpaid overtime compensation and other damages for Plaintiffs and similarly situated employees employed by Lattice as Sales Development Representatives, Business Development Representatives, and Account Executives and classified by Lattice as exempt from federal and state overtime compensation requirements during the relevant period (collectively, “Sales Employees”).

2. During the relevant period, Defendant classified Sales Employees, including Plaintiffs, as exempt from federal and state overtime protections and has not paid Sales Employees overtime wages.

3. The primary duties of Sales Employees are non-exempt. Those primary duties do not vary significantly from one Sales Employee to another.

4. The primary duties of Sales Employees do not fall under any of the exemptions under applicable federal or state overtime laws.

5. While employed by Defendant, Plaintiffs regularly worked more than 8 hours per day and more than 40 hours per workweek without receiving overtime compensation for the hours they worked. Throughout the relevant period, Defendant failed to pay Plaintiffs their earned overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*; the New York Labor Law (“NYLL” or “N.Y. Lab. Law”), N.Y. Lab. Law, Article 19 §§ 650, *et seq.*, and Article 6, §§ 190, *et seq.*, and the supporting New York State Department of Labor Regulations (collectively, the “New York Wage Laws”); and the California Labor Code (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair Business Practices Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage Laws”).

6. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Sales Employees who have worked for Defendant nationwide, pursuant to the FLSA.

7. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to all persons who work or have worked for Defendant as Sales Employees.

8. Plaintiffs Eric Hijuelos, Emma Hirz, Rema Khacho, Madison Lattner, Brian Mojica, and Kyle Nelson (“New York Plaintiffs”) also bring this action to recover damages for themselves and similarly situated current and former employees who worked for Defendant as Sales Employees in New York during the relevant period as a CPLR § 901 *et seq.* class action

for Defendant’s violations of the New York Wage Laws regarding overtime compensation, wage statements, and wage notices as set forth herein.

9. Plaintiffs Rema Khacho, Madison Lattner, Christopher Lara, and Brian Mojica (“California Plaintiffs”) also bring this action to recover damages for themselves and similarly situated current and former employees who worked for Defendant as Sales Employees in California as a CPLR § 901 *et seq.* class action for Defendant’s violations of the California Wage Laws regarding overtime compensation, wage statements, meal periods, rest breaks, and timing of pay, as set forth herein.

**JURISDICTION & VENUE**

10. This Court has jurisdiction over this action pursuant to CPLR § 301, N.Y. Lab. Law § 198 and 29 U.S.C. § 216(b).

11. Defendant is subject to personal jurisdiction in New York.

12. Venue is proper pursuant to CPLR § 501 because the parties contracted to venue in this county.

**THE PARTIES**

***Plaintiffs***

**Plaintiff Eric Hijuelos**

13. Plaintiff Hijuelos was employed by Defendant in New York from approximately June 2021 to November 2022.

14. Plaintiff Hijuelos was an “employee” of Defendant within the meaning of the applicable statutes.

15. Plaintiff Hijuelos regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40.

16. A written consent form signed by Plaintiff Hijuelos is attached as **Exhibit A**.

Plaintiff Emma Hirz

17. Plaintiff Hirz was employed by Defendant in New York from approximately April 2022 to May 2023.

18. Plaintiff Hirz was an “employee” of Defendant within the meaning of the applicable statutes.

19. Plaintiff Hirz regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

20. A written consent form signed by Plaintiff Hirz is attached as **Exhibit B**.

Plaintiff Rema Khacho

21. Plaintiff Khacho was employed by Defendant in California from approximately September 2019 to February 2022 and in New York from approximately February 2022 to November 2022.

22. Plaintiff Khacho was an “employee” of Defendant within the meaning of the applicable statutes.

23. Plaintiff Khacho regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

24. A written consent form signed by Plaintiff Khacho is attached as **Exhibit C**.

Plaintiff Madison Lattner

25. Plaintiff Lattner was employed by Defendant in California from approximately March 2020 to February 2022 and in New York from approximately February 2022 to November 2022.

26. Plaintiff Lattner was an “employee” of Defendant within the meaning of the applicable statutes.

27. Plaintiff Lattner regularly worked more than 40 hours in a workweek, but was not paid for all hours she worked over 40.

28. A written consent form signed by Plaintiff Lattner is attached as **Exhibit D**.

Plaintiff Christopher Lara

29. Plaintiff Lara was employed by Defendant in California from approximately May 2021 to August 2023.

30. Plaintiff Lara was an “employee” of Defendant within the meaning of the applicable statutes.

31. Plaintiff Lara regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40.

32. A written consent form signed by Plaintiff Lara is attached as **Exhibit E**.

Plaintiff Brian Mojica

33. Plaintiff Mojica was employed by Defendant in California from approximately March 2021 to October 2021 and in New York from approximately October 2021 to October 2022.

34. Plaintiff Mojica was an “employee” of Defendant within the meaning of the applicable statutes.

35. Plaintiff Mojica regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40.

36. A written consent form signed by Plaintiff Mojica is attached as **Exhibit F**.

Plaintiff Kyle Nelson

37. Plaintiff Nelson was employed by Defendant in New York from approximately August 2021 to August 2022.

38. Plaintiff Nelson was an “employee” of Defendant within the meaning of the applicable statutes.

39. Plaintiff Nelson regularly worked more than 40 hours in a workweek, but was not paid for all hours he worked over 40.

40. A written consent form signed by Plaintiff Nelson is attached as **Exhibit G**.

***Defendant Degree Inc. dba Lattice***

41. Upon information and belief, Defendant Degree, Inc. dba Lattice is incorporated in Delaware and headquartered in San Francisco, California.

42. Upon information and belief, Defendant has maintained control, oversight, and direction over its operations and employment practices nationwide.

43. At all times hereinafter mentioned, Defendant was Plaintiffs’ “employer” within the meaning of all applicable statutes.

44. At all relevant times, Defendant maintained control, oversight, and direction over Plaintiffs and other Sales Employees, including payroll and other employment practices that applied to them.

45. Plaintiffs allege that Defendant has applied the same employment policies, practices, and procedures to all Sales Employees nationwide, including policies, practices, and procedures with respect to payment of overtime compensation.

46. Defendant’s annual gross volume of business is not less than \$500,000 within the meaning of 29 U.S.C. § 203(s)(A)(ii).

**FLSA COLLECTIVE ACTION CLAIMS**

47. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of themselves and all similarly situated persons who work or have worked for

Defendant as Account Executives nationwide during the period July 3, 2021 through September 1, 2025 and as Sales Development Representatives and Business Development Representatives nationwide during the period July 3, 2021 and May 1, 2023 and who elect to opt-in to this action (hereinafter referred to as the “FLSA Collective”).

48. Upon information and belief, there are dozens of current and former Sales Employees who are similarly situated to Plaintiffs and were not paid overtime compensation.

49. Plaintiffs are acting on behalf of Defendant’s current and former Sales Employees’ interests as well as their own interests in bringing this action.

50. Plaintiffs and others employed as Sales Employees worked in excess of 40 hours per week without being paid overtime compensation at a rate of one and one-half times their regular hourly rate for all overtime hours worked.

51. Plaintiffs allege that Defendant should have been aware that the law required it to pay employees, including Plaintiffs and the FLSA Collective, an overtime premium of one and one-half times their regular rate of pay for all work-hours Defendant suffered or permitted them to work in excess of 40 per workweek.

52. Upon information and belief, Plaintiffs allege that Defendant applied the same policies and practices to its Sales Employees nationwide.

53. The FLSA Collective members are readily identifiable and locatable through the use of Defendant’s records. The FLSA Collective should be notified of and allowed to opt-in to this action, pursuant to 29 U.S.C. § 216(b).

### **NEW YORK CLASS ALLEGATIONS**

54. The New York Plaintiffs bring the Second through Fourth Causes of Action on their own behalf and as a class action, pursuant to CPLR § 901 *et seq.*, on behalf of the following

class of persons:

All Sales Employees employed by Defendant in New York during the period July 3, 2018 through September 1, 2025 for Account Executives, and July 3, 2018 through May 1, 2023 for Sales Development Representatives and Business Development Representatives (hereinafter referred to as the “New York Class” and the “New York Class Period,” respectively).

55. The persons in the New York Class are so numerous that joinder of all members is impracticable.

56. The Second through Fourth Causes of Action are properly maintainable as a class action under CPLR § 901 *et seq.* There are questions of law and fact common to the New York Class that predominate over any questions solely affecting individual members of the New York Class, including but not limited to:

- a. whether Defendant misclassified the New York Plaintiffs and New York Class members as overtime exempt;
- b. whether Defendant failed to keep accurate time records for all hours worked by the New York Plaintiffs and the New York Class;
- c. whether Defendant failed to pay proper overtime compensation to the New York Plaintiffs and the New York Class;
- d. whether Defendant failed to furnish the New York Plaintiffs and New York Class with a complete and accurate wage statement of, *inter alia*, regular and overtime hours worked, overtime rate, and employer phone number as required by N.Y. Lab. Law § 195;
- e. whether Defendant failed to furnish the New York Plaintiffs and New York Class with a proper wage notice required by N.Y. Lab. Law § 195;
- f. the nature and extent of New York Class-wide injury and the appropriate measure of damages sustained by the New York Plaintiffs and the New York Class;
- g. whether Defendant acted willfully or with reckless disregard in its failure to pay the New York Plaintiffs and the New York Class; and
- h. the nature and extent of class-wide injury and the measure of damages for those injuries.

57. The New York Plaintiffs fairly and adequately protect the interests of the New York Class and have no interests antagonistic to the class. The New York Plaintiffs are represented by attorneys who are experienced and competent in both class litigation and employment litigation.

58. A class is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the financial resources to vigorously prosecute a lawsuit in court against a corporate defendant. The members of the New York Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

59. Further, the New York Plaintiffs and New York Class have been equally affected by Defendant's failure to pay proper wages and other violations.

60. The New York Plaintiffs' claims are typical of those of the New York Class. The New York Plaintiffs and the other New York Class members were subjected to Defendant's policies, practices, programs, procedures, protocols and plans alleged herein concerning the failure to pay proper wages and the failure to keep adequate records.

### **CALIFORNIA CLASS ALLEGATIONS**

61. The California Plaintiffs bring the Fifth through Tenth Causes of Action on their own behalf and as a class action, pursuant to CPLR § 901 *et seq.*, on behalf of the following class of persons:

All Sales Employees employed in California during the period July 3, 2020 through September 1, 2025 for Account Executives, and July 3, 2020 through May 1, 2023 for Sales Development Representatives and Business Development Representatives (hereinafter referred to as the “California Class” and the “California Class Period,” respectively).

62. The persons in the California Class are so numerous that joinder of all members is impracticable.

63. The Fifth through Tenth Causes of Action are properly maintainable as a class action under CPLR § 901 *et seq.* There are questions of law and fact common to the California Class that predominate over any questions solely affecting individual members of the California Class, including but not limited to:

- a. whether Defendant misclassified the California Class members as overtime exempt;
- b. whether Defendant unlawfully failed to pay the California Class members all overtime compensation owed, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226, 510, 1174, 1174.5, and 1194; Cal. Wage Order Nos. 4-2001 and 7-2001; and the California Unfair Competition Law, Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- c. whether Defendant unlawfully failed to keep and furnish the California Class members with timely, accurate, and itemized records of hours worked in violation of Cal. Labor Code §§ 226 and 1174;
- d. whether Defendant unlawfully failed to timely pay wages due during employment and upon separation in violation of Cal. Labor Code §§ 201, 202, 203, 204, and 208;
- e. whether Defendant unlawfully failed to furnish the California Class members with proper meal breaks or premium payments in lieu thereof, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512 and applicable wage orders;
- f. whether Defendant unlawfully failed to furnish the California Class members with proper rest breaks, or premium payments in lieu thereof, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, Wage Order Nos. 4-2001 and 7-2001, § 12, and other applicable wage orders; and
- g. whether Defendant unlawfully failed to pay all wages owed, including but not

limited to overtime wages, in violation of the California Labor Code and related regulations, Cal. Lab. Code §§ 1194, 1197, and 1198;

- h. the nature and extent of the California Class members' injuries and the appropriate measure of their damages.

64. The California Plaintiffs fairly and adequately protect the interests of the California Class and have no interests antagonistic to the class. The California Plaintiffs are represented by attorneys who are experienced and competent in both class litigation and employment litigation.

65. A class is superior to other available methods for the fair and efficient adjudication of the controversy, particularly in the context of wage-and-hour litigation where an individual plaintiff lacks the financial resources to vigorously prosecute a lawsuit in court against a corporate defendant. The members of the California Class have been damaged and are entitled to recovery as a result of Defendant's common and uniform policies, practices, and procedures. The damages sustained by individual class members are small compared to the expense and burden of individual prosecution of this litigation. Class action treatment will obviate unduly duplicative litigation and the possibility of inconsistent judgments.

66. Further, the California Plaintiffs and the California Class have been equally affected by Defendant's failure to pay proper wages and other violations.

67. The California Plaintiff's claims are typical of those of the California Class. The California Plaintiffs and the other California Class members were subjected to Defendant's policies, practices, programs, procedures, protocols, and plans alleged herein concerning the failure to pay proper wages and the failure to keep adequate records.

68. Plaintiff Christopher Lara ("PAGA Plaintiff") has provided written notice to the California Labor and Workforce Development Agency ("LWDA") of the legal claims and

theories of this case pursuant to Cal. Lab. Code § 2699.3 on May 19, 2025 via the LWDA's PAGA Filing Portal. PAGA Plaintiff also sent the letter by certified mail to Lattice. At least 65 days have passed since the filing of the letter. The LWDA has not notified PAGA Plaintiff that it intends to take any action on their claims. Therefore, PAGA Plaintiff has exhausted all administrative remedies required by PAGA prior to the filing of this action.

### **COMMON FACTUAL ALLEGATIONS**

69. Plaintiffs allege that they and the members of the FLSA Collective and the New York and California Classes (collectively, "Class Members") have had their rights under the FLSA, New York Wage Laws, and/or California Wage Laws willfully violated by Defendant suffering or permitting them to work in excess of 40 hours per week and in excess of 8 hours per day, and not providing them overtime compensation for all overtime hours worked.

70. Defendant failed to pay Plaintiffs and Class Members overtime compensation for their overtime hours worked, including for any of the overtime hours they worked over 8 hours in a workday, in violation of the California Wage Laws, and over 40 in a workweek, in violation of the FLSA, New York Wage Laws, and California Wage Laws.

71. Defendant failed to pay the New York Plaintiffs and New York Class members with an accurate and complete itemized wage statement showing, *inter alia*, regular and overtime hours worked, and overtime rate as required by the New York Wage Law.

72. Defendant failed to furnish the New York Plaintiffs and New York Class members with a proper wage notice as required by the New York Wage Laws.

73. Defendant failed to furnish the California Plaintiffs and the California Class members with a complete and accurate itemized wage statement showing, *inter alia*, total hours

worked, and all applicable rates and the corresponding number of hours worked at each hourly rate as required by the California Wage Laws.

74. Defendant failed to timely pay the California Plaintiffs and the California Class members all wages earned and unpaid at the time of separation from employment.

75. The California Plaintiffs and all California Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

76. Defendant failed to timely pay the California Plaintiffs and the California Class members all wages due and payable twice during each calendar month, on days designated in advance by the employer as regular pay days.

77. Defendant failed to provide the California Plaintiffs and California Class members with at least a half-hour meal break in which they were relieved of all duty, and, for shifts of more than ten hours, a second half-hour meal break in which they were relieved of all duty, or premium payments in lieu thereof, as required by the California Wage Laws.

78. Defendant failed to provide the California Plaintiffs and California Class members with at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, or premium payments in lieu thereof, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

79. As part of its regular business practice, Defendant engaged in actions that violated the FLSA, New York Wage Laws, and California Wage Laws.

80. Defendant's actions include but are not limited to:

- a. misclassifying Sales Employees as overtime exempt;

- b. failing to pay Sales Employees overtime wages for hours that they worked in excess of 40 hours per workweek; and
- c. failing to keep payroll records as required by the FLSA, New York Wage Laws, and California Wage Laws.

81. Defendant should have been aware that the FLSA, the New York Wage Laws, and the California Wage Laws required them to pay Sales Employees an overtime premium for hours worked in excess of 40 per week or in excess of 8 per day.

**FIRST CAUSE OF ACTION**

**FLSA – Overtime Wages**

**29 U.S.C. §§ 201, *et seq.***

**(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)**

82. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

83. Plaintiffs and members of the FLSA Collective are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

84. Defendant employed Plaintiffs and members of the FLSA Collective for workweeks longer than 40 hours and failed to compensate Plaintiffs for all of the time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of Section 7 of the FLSA, 29 U.S.C. § 207(a)(1).

85. Plaintiffs have expressed their consent to make these claims against Defendant by filing a written consent form, pursuant to 29 U.S.C. § 216(b).

86. Because Defendant’s violations of the FLSA were willful and not in good faith, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

87. As a consequence of the underpayment of wages, alleged above, Plaintiffs and members of the FLSA Collective have incurred damages thereby and Defendant is indebted to

them in the amount of the unpaid overtime compensation, together with interest, liquidated damages, attorneys' fees, and costs in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**

**NYLL – Unpaid Overtime**

**N.Y. Lab. Law §§ 650, *et seq.*; 12 N.Y.C.R.R. Part 142-2.2**

**(Brought by the New York Plaintiffs Individually and on Behalf of the New York Class)**

88. The New York Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

89. Defendant employed the New York Plaintiffs and members of the New York Class for workweeks longer than 40 hours and failed to compensate the New York Plaintiffs and the New York Class for all of their time worked in excess of 40 hours per week, at a rate of at least one and one-half times their regular hourly rate, in violation of the requirements of the NYLL.

90. By the course of conduct set forth above, Defendant has violated N.Y. Lab. Law §§ 650, *et seq.*; 12 N.Y.C.R.R. Part 142-2.2.

91. Defendant failed to keep, make, preserve, maintain, and furnish accurate records of time worked by the New York Plaintiffs and members of the New York Class.

92. Defendant failed to pay overtime compensation for all hours worked to the New York Plaintiffs and members of the New York Class.

93. Defendant's failure to pay overtime compensation to the New York Plaintiffs and members of the New York Class was willful within the meaning of N.Y. Lab. Law § 663.

94. As a consequence of the underpayment of wages, alleged above, the New York Plaintiffs and the New York Class members have incurred damages and Defendant is indebted to them in the amount of the unpaid overtime compensation and such other legal and equitable relief due to Defendant's unlawful conduct, as the Court deems just and proper.

95. The New York Plaintiffs and the New York Class members seek recovery of liquidated damages, interest, attorneys' fees, and costs to be paid by Defendant as provided by the NYLL.

**THIRD CAUSE OF ACTION**

**NYLL – Failure to Provide Complete and Accurate Wage Statements**

**N.Y. Lab. Law, Article 6, §§ 190 *et seq.***

**(Brought by the New York Plaintiffs Individually and on Behalf of the New York Class)**

96. The New York Plaintiffs reallege and incorporate by reference herein all allegations in all preceding paragraphs.

97. Defendant failed to supply the New York Plaintiffs and members of the New York Class with complete and accurate statement of wages as required by N.Y. Lab. Law § 195, containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay; the number of hours worked, including overtime hours worked; deductions; and net wages.

98. Due to Defendant's violations of N.Y. Lab. Law § 195, the New York Plaintiffs and members of the New York Class are each entitled to damages of \$250 for each work day that Defendant failed to provide accurate wage statements, or a total of \$5,000 per class member, as provided for by N.Y. Lab. Law § 198, plus reasonable attorneys' fees and costs.

**FOURTH CAUSE OF ACTION**

**NYLL – Failure to Provide Compliant Wage Notices**

**N.Y. Lab. Law, Article 6, §§ 190 *et seq.***

**(Brought by the New York Plaintiffs Individually and on Behalf of the New York Class)**

99. The New York Plaintiffs reallege and incorporate by reference herein all allegations in all preceding paragraphs.

100. On information and belief, Defendant failed to supply the New York Plaintiffs and members of the New York Class with accurate wage notices as required by N.Y. Lab. Law § 195, in English or in the language identified by the employee as their primary language, containing the employee's rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay; the regular pay day designated by the employer in accordance with N.Y. Lab. Law § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone number of the employer; plus such other information as the commissioner deems material and necessary.

101. Due to Defendant's violations of N.Y. Lab. Law § 195, the New York Plaintiffs and members of the New York Class are each entitled to damages of \$50 for each work day that Defendant failed to provide a wage notice, or a total of \$5,000 per class member, as provided for by N.Y. Lab. Law § 198, plus reasonable attorneys' fees and costs.

**FIFTH CAUSE OF ACTION**

**California Wage Laws – Overtime Wages**

**California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 510, 1194**

**(Brought by the California Plaintiffs Individually and on Behalf of the California Class)**

102. The California Plaintiffs reallege and incorporates by reference all allegations in all preceding paragraphs.

103. California law requires employers, such as Defendant, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over 8 per day.

104. The California Plaintiffs and California Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

105. At all relevant times, the California Plaintiffs and the California Class members regularly worked in excess of 40 hours in a workweek and in excess of 8 hours in a workday.

106. At all relevant times, Defendant failed to pay the California Plaintiffs and the California Class members proper overtime compensation for all of their overtime hours worked.

107. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, the California Plaintiffs and the California Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Defendant in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

**SIXTH CAUSE OF ACTION**

**California Wage Laws – Wage Statement Violations**

**California Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 226, 1174, & 1174.5  
(Brought by the California Plaintiffs Individually and on Behalf of the California Class)**

108. The California Plaintiffs reallege and incorporates by reference all allegations in all preceding paragraphs.

109. Defendant failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to the California Plaintiffs and the California Class members in accordance with California Wage Order Nos. 4-2001 and 7-2001 and California Labor Code § 226(a). Such failure caused injury to the California Plaintiffs and the California Class members, by, among other things, impeding them from knowing the amount of wages to which they are and were entitled. At all times relevant herein, Defendant has failed to maintain accurate records of hours worked by the California Plaintiffs and the California Class members as required under Labor Code § 1174(d).

110. The California Plaintiffs and the California Class members are entitled to seek the amount provided under California Labor Code §§ 226(e) and 1174.5, including the greater of all

actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.

**SEVENTH CAUSE OF ACTION**

**California Wage Laws – Wage Payment Provisions**

**Cal. Lab. Code §§ 201, 202, 203, & 208**

**(Brought by the California Plaintiffs Individually and on Behalf of the California Class)**

111. The California Plaintiffs reallege and incorporates by reference all allegations in all preceding paragraphs.

112. California Labor Code §§ 201 and 202 require Defendant to pay their employees all wages due upon termination within the time specified by law. California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced, up to a maximum of 30 days of wages.

113. The California Plaintiffs and all California Class members who ceased employment with Defendant are entitled to unpaid compensation, but to date have not received such compensation.

114. More than 30 days have passed since the California Plaintiffs and certain California Class members left Defendant's employ.

115. The California Plaintiffs, on behalf of themselves and the California Class members, seek waiting time penalties pursuant to California Labor Code § 203, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

**EIGHTH CAUSE OF ACTION**

**California Wage Laws – Wage Payment Provisions**

**Cal. Lab. Code §§ 204 & 210**

**(Brought by the California Plaintiffs Individually and on Behalf of the California Class)**

116. The California Plaintiffs realleges and incorporates by reference all allegations in all preceding paragraphs.

117. Under California Labor Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

118. California Labor Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) \$100 for each failure to pay each employee for any initial violation; and (2) \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

119. During the relevant period, Defendant failed to pay the California Plaintiffs and California Class members their overtime wages earned in a timely manner, in violation of California Labor Code § 204.

120. The California Plaintiffs, on behalf of themselves and the California Class members, seek waiting time penalties pursuant to California Labor Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

**NINTH CAUSE OF ACTION**

**California Wage Laws – Meal and Rest Period Provisions**

**Cal. Wage Order Nos. 4-2001 & 7-2001; Cal. Lab. Code §§ 218.5, 226.7, & 512**

**(Brought by the California Plaintiffs Individually and on Behalf of the California Class)**

121. The California Plaintiffs reallege and incorporates by reference all allegations in all preceding paragraphs as if they were set forth again herein.

122. The California Plaintiffs and the California Class members regularly work and have worked in excess of five-hour shifts without being afforded at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by California Labor Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 7-2001, § 11.

123. In addition, the California Plaintiffs and the California Class members regularly work and have worked without being afforded at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, as required by California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

124. As a result of Defendant's failure to afford proper meal periods, Defendant is liable to the California Plaintiffs and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper meal periods were not provided, pursuant to Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 11.

125. As a result of Defendant's failure to afford proper rest periods, Defendant is liable to the California Plaintiffs and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the proper rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order Nos. 4-2001 and 7-2001, § 12.

**TENTH CAUSE OF ACTION**

**California Wage Laws – Minimum Wages**

**Cal. Lab. Code §§ 1197 & 1198**

**(Brought by the California Plaintiffs Individually and on Behalf of the California Class)**

126. The California Plaintiffs reallege and incorporates by reference all allegations in all preceding paragraphs as if they were set forth again herein.

127. California law requires the minimum wage fixed by the Industrial Welfare Commission to be paid to employees.

128. The California Plaintiffs and California Class members are entitled to be paid minimum wage for all hours worked.

129. At all relevant times, Defendant failed to pay the California Plaintiffs and the California Class members minimum wage for all hours worked.

130. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, the California Plaintiffs and the California Class members have sustained damages, including loss of earnings for hours worked for the benefit of Defendant in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law.

**ELEVENTH CAUSE OF ACTION**

**California Wage Laws – Unfair Competition**

**Cal. Bus. & Prof. Code §§ 17200, *et seq.***

**(Brought by California Plaintiffs Individually and on Behalf of the California Class)**

131. The California Plaintiffs reallege and incorporates by reference all allegations in all preceding paragraphs.

132. The foregoing conduct, as alleged, violates the California Unfair Competition Law ("UCL"). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair business acts or practices.

133. Beginning at a date unknown to the California Plaintiffs, but at least as long ago as four years prior to the filing of this action, Defendant committed, and continued to commit,

acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts described herein. Defendant's conduct as alleged herein has injured the California Plaintiffs and the California Class members by denying them earned wages, and therefore was injurious to them.

134. Defendant engaged in unfair competition in violation of the UCL by violating, *inter alia*, each of the following laws. Each of these violations constitutes an independent and separate violation of the UCL:

- a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- b. Cal. Lab. Code § 510;
- c. Cal. Lab. Code § 226;
- d. Cal. Lab. Code § 1174;
- e. Cal. Lab. Code §§ 1197, 1198;
- f. Cal. Lab. Code §§ 201, 202, 203;
- g. Cal. Lab. Code § 204; and
- h. Cal. Lab. Code § 512.

135. Defendant's course of conduct and acts in violation of the California Wage Laws mentioned in the above paragraph each constitute a separate and independent violation of the UCL. Defendant's conduct described herein violates the policy or spirit of such laws or otherwise significantly threatens or harms competition.

136. The unlawful and unfair business practices and acts of Defendant, described above, have injured the California Plaintiffs and the California Class members in that they were not paid overtime wages.

137. The California Plaintiffs, individually and on behalf of the California Class, seek recovery of attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and Cal. Lab. Code §§ 218, 218.5, and 1194.

138. The California Plaintiffs, individually and on behalf of the California Class, seek restitution in the amount of the respective unpaid wages earned and due, including for unpaid

overtime at a rate not less than one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek, or 8 hours in a day.

**TWELFTH CAUSE OF ACTION**

**California Wage Laws – Private Attorneys General Act (“PAGA”)**

**Cal. Lab. Code §§ 2698, *et seq.***

**(Brought by the PAGA Plaintiff Individually and on Behalf of  
California Account Executives)**

139. The PAGA Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs.

140. The foregoing conduct, as alleged, violates the Private Attorneys General Act. PAGA authorizes the PAGA Plaintiff to recover civil penalties that otherwise would have been “assessed and collected by the Labor and Workforce Development Agency” for violations of the California Labor Code through a “civil action brought by an aggrieved employee on behalf of the employee and other current or former employees.” Cal. Lab. Code § 2699(a).

141. PAGA Plaintiff seeks to recover, on behalf of himself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

142. PAGA Plaintiff has satisfied the requirements for bringing a civil action under PAGA as set forth in Cal. Lab. Code § 2699.3.

143. In a letter submitted via the PAGA Filing Portal on May 19, 2025, PAGA Plaintiff provided notice to the LWDA of his intent to seek penalties under PAGA on behalf of California Account Executives to whom Defendant failed to pay overtime compensation for all hours worked over 40 in a workweek and/or over 8 hours in a workday in violation of Cal. Lab. Code § 510 and the applicable Wage Orders. Additionally, PAGA Plaintiff alleged that Defendant violated California law by: (1) failing to provide meal and rest breaks or premium

payments in lieu thereof as required by Cal. Lab. Code §§ 226.7 and 512; (2) failing to pay timely wages during employment and upon separation as required by Cal. Lab. Codes §§ 201, 202, 203, 204, and 208; (3) failing to provide legally compliant wage statements and maintain accurate wage records as required by Cal. Lab. Code §§ 226 and 1174; and (4) failing to pay all wages owed, including but not limited to overtime wages, as required by Cal. Lab. Code §§ 1194, 1197, and 1198.

144. A copy of the letter transmitted to the LWDA is attached hereto as **Exhibit H**. A confirmation of online submission is attached hereto as **Exhibit I**.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs, individually and on behalf of other similarly situated persons, seek the following relief:

- A. Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA Collective, apprising them of their right to join this action pursuant to 29 U.S.C. § 216(b);
- B. Certification of this action as a class action on behalf of the New York Class and the California Class;
- C. Designation of Plaintiffs, respectively, as representatives of the New York Class and the California Class they seek to represent;
- D. Designation of Plaintiffs' counsel of record as Class Counsel for the New York Class and the California Class;
- E. An award of damages, liquidated damages, treble damages, and restitution to be paid by Defendant, according to proof;

- F. Appropriate statutory penalties and statutory damages;
- G. Appropriate equitable relief to remedy violations;
- H. Reasonable service awards to compensate Plaintiffs for the time they have spent and will spend attempting to recover wages for the FLSA Collective and/or the New York Class, and/or the California Class, and for the risks they took in doing so;
- I. Attorneys' fees and costs of suit;
- J. Prejudgment and post-judgment interest as provided by law; and
- K. Such other relief the Court may deem just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiffs demand a trial by jury on all issues so triable.

Dated: September XX, 2025  
New York, New York

Respectfully submitted,

/s/

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Emma R. Janger

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