

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement (“Agreement”) is made by and between plaintiffs Maryam Abrishamcar and Kavi Kapur (“Plaintiffs”), on behalf of themselves and the Labor Workforce and Development Agency (“LWDA”), and defendant Oracle America, Inc. (“Oracle” or “Defendant” and together with Plaintiffs, the “Parties”).

1. DEFINITIONS

- 1.1 “Action” means the PAGA action entitled *Abrishamcar v. Oracle America, Inc.*, Case No. CIV 535490, that was filed on September 18, 2015, that is pending in the Superior Court of California in and for San Mateo County.
- 1.2 “Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.3 “Aggrieved Employees” means all persons who were employed by Oracle as sales personnel subject to an Incentive Compensation Plan or Agreement or were in an Incentive Compensation Plan or Agreement-eligible sales position in California during the period from July 24, 2014 to September 18, 2015 or the period from October 30, 2016 to February 9, 2018, consistent with the Court’s Case Management Order No. 17. Employees who did not work for Defendant in California in either of those two time periods are not “Aggrieved Employees” as defined herein and therefore are not included within the scope of this Agreement.
- 1.4 “Aggrieved Employee Data” means each Aggrieved Employee’s name, last-known mailing address, social security number, and number of PAGA Pay Periods attributed to each employee.
- 1.5 “Aggrieved Employee PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the total PAGA Penalties, calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Release Period.
- 1.6 “Administrator” means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement and as approved by the Court.
- 1.7 “Administrator’s Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount as reimbursement for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid as approved by the Court.
- 1.8 “Appeal” means Defendant’s appeal in the California Court of Appeal, First Appellate District, Case No. A167116.

- 1.9 “Approval Order” means the Court’s Order granting approval of this PAGA Settlement consistent with this Agreement.
- 1.10 “Court” means the Superior Court of California in and for San Mateo County.
- 1.11 “Defense Counsel” means Brendan Dolan, Lucky Mainz and Lowell Ritter of Sheppard, Mullin, Richter & Hampton LLP.
- 1.12 “Effective Date” refers to the earliest date, following entry by the Court of the Approval Order and Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.
- 1.13 “Gross Settlement Amount” means the \$15,500,000 (Fifteen million five hundred thousand dollars) that Oracle agrees to pay under Para. 3, Monetary Terms and Para. 4, Settlement Funding and Payment. The Gross Settlement Amount will be used to pay the Aggrieved Employee PAGA Payments, the LWDA PAGA Payment, Plaintiffs’ Counsel Fees, Plaintiffs’ Counsel Expenses, the PAGA Representative Service Awards, and the Administrator’s Expenses.
- 1.14 “Judgment” means the judgment entered by the Court upon approval of this settlement agreement.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency.
- 1.16 “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Operative Complaint” means Plaintiffs’ First Amended Complaint, filed on February 9, 2018.
- 1.18 “Notice” means the Court-approved notice to be mailed to Aggrieved Employees, along with the Aggrieved Employee PAGA Payment in the form, without material variation, attached as Exhibit A.
- 1.19 “PAGA” means the Private Attorneys General Act, Labor Code, section 2698 *et seq.*
- 1.20 “PAGA Release Period” means the period from July 24, 2014 to May 31, 2018.
- 1.21 “PAGA Representative Service Award” means the payment to each Plaintiff for initiating the Action and providing services in support of the Action as approved by the Court.
- 1.22 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Oracle in California and was subject to an Incentive Compensation Plan or Agreement during the PAGA Release Period consistent with the Court’s Case Management Order No. 17.

- 1.23 “PAGA Penalty Amount” means the share of the settlement fund to pay the LWDA PAGA Payment and all the Aggrieved Employee PAGA Payments.
- 1.24 “Plaintiffs’ Counsel” means Xinying Valerian and Dan L. Gildor of Valerian Law, P.C., Michael D. Palmer and Eli Watkins of Sanford Heisler Sharp McKnight, LLP, and Laura L. Ho, James P. Kan and Ginger L. Grimes of Dardarian Ho Kan & Lee.
- 1.25 “Plaintiffs’ Counsel Fees” and “Plaintiffs’ Counsel Expenses” mean the amounts allocated to Plaintiffs’ Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, as set forth herein, as approved by the Court.
- 1.26 “Released Parties” means Defendant and its parent, subsidiary, related, affiliated, predecessor, and successor companies/entities and each of their respective past, present, and future agents, employees, clients, officers, directors, managing agents, members, owners (whether direct or indirect), principals, fiduciaries, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, common law employers, contractors, affiliates, service providers, alter-egos, vendors, staffing agencies, payroll agencies, service providers, affiliated organizations, and any person and/or entity with potential or alleged to have joint liability.

2. RECITALS

- 2.1 On September 18, 2015, Plaintiff Maryam Abrishamcar filed a Complaint in the Action against Oracle, asserting a single cause of action under PAGA for alleged violations of Labor Code sections 201, 202, 203, 204, 221, 226, 232.5, 432.5, and 2751. Prior to filing the Complaint, Plaintiff Abrishamcar provided LWDA notice of these purported violations on July 24, 2015.
- 2.2 On February 9, 2018, Plaintiffs filed the Operative Complaint adding Kavi Kapur as a second named plaintiff to the Action and alleging the same Labor Code violations. Prior to filing the Operative Complaint, Plaintiffs jointly provided LWDA notice of these purported violations on October 30, 2017, in a first amended notice of violations and on January 26, 2018, in a second amended notice of violations.
- 2.3 Oracle denies all claims, liability or wrongdoing alleged in the Action.
- 2.4 The Parties litigated the Action through summary adjudication motions and through a phased trial, completing two liability trials resulting in the Court’s final statements of decision for Phase One and Phase Two before a mediated settlement was reached. Extensive discovery and trial evidence were adduced. The Parties also conducted significant discovery in preparation for Phase Three trial, the penalties phase, permitting the development of their respective calculations of potential civil penalties. The extent of investigation, discovery, and evaluation in this Action satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.5 In its Final Statement of Decision After Phase One Court Trial and Final Statement of Decision After Phase Two Court Trial, the Court held that Plaintiffs proved violations of Labor Code sections 2751(a), 2751(b), 232, 204, and 221 and failed to prove violations of Labor Code sections 201, 202, 203, 226, and 232.5. The Parties dispute the extent of the violations found by the Court, dispute whether the Court found for Plaintiffs or Oracle regarding section 432.5, and dispute whether Plaintiffs' notices to the LWDA covered section 232. The Parties also dispute the amounts of penalties that may be properly awarded in Phase Three and whether Oracle may prevail in another motion to compel arbitration, among other issues that may be contested in the trial court or on appeal.
- 2.6 The Parties mediated the Action in June 2021 with mediator Michael E. Dickstein, without reaching any resolution.
- 2.7 On August 30, 2022, Oracle moved to compel arbitration of the Plaintiffs' individual PAGA claims and dismiss the representative PAGA claims. On December 10, 2022, the Court denied the motion in full. Oracle appealed the denial of its motion to compel arbitration. On June 24, 2024, the Court of Appeal for the First Appellate District reversed the Court's ruling that Oracle was untimely in its motion and had waived its right to seek arbitration and remanded for the Court to decide Oracle's motion to compel arbitration on the merits.
- 2.8 The Parties mediated the Action a second time on December 13, 2024, with Michael E. Dickstein, all lead counsel and Oracle's corporate legal representatives attending in person in San Francisco. Though the Parties did not reach a settlement at the in-person session, the Parties continued to mediate remotely and agreed to a mediator's proposal that led to this Agreement to settle the Action.
- 2.9 The Parties, Plaintiffs' Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished by the Settlement.
- 2.10 The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of all claims and defenses in the Action. It is also the desire and intention of the Parties to implement a final and complete resolution of the Action. The Parties further acknowledge nothing in this Agreement shall be construed as an admission by Defendant of liability.
- 2.11 This Agreement contemplates (i) entry of an Approval Order by the Court approving this Settlement in the Action; (ii) a Judgment consistent with the terms of this Agreement in the Action; and (iii) all Parties bearing their respective fees and costs except as expressly provided in this Settlement.

3. MONETARY TERMS

- 3.1 Gross Settlement Amount. Defendant promises to pay \$15,500,000 (Fifteen million five hundred thousand dollars), as the Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendant.

3.2 The Gross Settlement Amount includes all Aggrieved Employee PAGA Payments to Aggrieved Employees; all attorneys' fees, costs and expenses incurred by Plaintiffs in connection with the prosecution, defense, mediation, and settlement of the claims asserted in the Operative Complaint; all payments to the LWDA; the Administrator's Expenses; and the PAGA Representative Service Awards, all in the amounts approved by the Court.

3.3 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, as approved by the Court:

- (a) To the LWDA and Aggrieved Employees. PAGA Penalty Amount estimated to be in the amount of \$8,610,000 to be paid from the Gross Settlement Amount, with seventy-five (75%) percent (\$6,457,500) allocated to the LWDA as its LWDA PAGA Payment. The remaining 25% of the PAGA Penalty Amount will be distributed to Aggrieved Employees as their Aggrieved Employee PAGA Payments.

The Administrator will calculate each Aggrieved Employee PAGA Payment by (1) dividing the sum of Aggrieved Employee PAGA Payments by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Release Period, and (2) multiplying the result by the particular Aggrieved Employee's PAGA Pay Period(s).

The Administrator will report the Aggrieved Employee PAGA Payments on IRS 1099 Forms to the Aggrieved Employees to the extent required by law. None of the Aggrieved Employee PAGA Payments are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any Aggrieved Employee PAGA Payments under this Agreement. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Aggrieved Employee PAGA Payment.

- (b) To Plaintiffs. A PAGA Representative Service Award to Plaintiff Maryam Abrishamcar of not more than \$65,000.00 and to Plaintiff Kavi Kapur of not more than \$45,000.00.

Plaintiffs will seek Court approval for the PAGA Representative Service Awards as part of the motion for approval. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator will allocate the unawarded difference to the PAGA Penalty Amount. The Administrator will report the PAGA Representative Service Award on IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Award. Notwithstanding any other term of this Agreement, any reduction by the Court of the PAGA Representative Service Awards shall not be sufficient grounds to void the Agreement.

- (c) To Plaintiffs' Counsel. Plaintiffs' Counsel will request an award of Plaintiffs' Counsel Fees of not more than \$6,200,000 (40 percent) of the Gross Settlement Amount and an award of Plaintiffs' Counsel Expenses of not more than \$565,000.00. Plaintiffs shall request these amounts as part of their motion for approval of this Settlement. If the Court approves Plaintiffs' Counsel Fees and/or Plaintiffs' Counsel Expenses less than the amounts requested, the Administrator will allocate the unawarded difference to the PAGA Penalty Amount.
- (d) The Administrator will pay the Plaintiffs' Counsel Fees and Plaintiffs' Counsel Expenses using one or more IRS 1099 Forms in one sum or separate sums to each firm serving as Plaintiffs' Counsel. Plaintiffs' Counsel assumes full responsibility and liability for taxes owed on the Plaintiffs' Counsel Fees and the Plaintiffs' Counsel Expenses and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (e) To the Administrator. Administrator's Expenses not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's Expenses are less or the Court approves payment less than the amount set forth herein, the Administrator will allocate the difference to the PAGA Penalty Amount. The Administrator's Expenses payment shall be paid exclusively from the Gross Settlement Amount. Notwithstanding any other term of this Agreement, any reduction by the Court of the Administrator's Expenses shall not be sufficient grounds to void the Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Aggrieved Employee Data. Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet, not later than twenty (20) days after the Court issues the Approval Order. The Aggrieved Employee Data shall include anonymized identifiers that match employee data previously produced to Plaintiffs' Counsel. Defense Counsel and Plaintiffs' Counsel shall work to create a mutually agreed on list of Aggrieved Employees and their corresponding PAGA Pay Periods that will be part of the Aggrieved Employee Data to provide to the Administrator. To protect privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. Aggrieved Employees will not have the ability to challenge the PAGA Pay Periods data for purposes of determining their individual share of the PAGA Penalty Amount.

- 4.2 Cap on Aggrieved Employee and Pay Period Counts. The Aggrieved Employee count shall not exceed 5,167 and the PAGA Pay Periods shall not exceed 229,711. In the event that the Aggrieved Employee Data reflects counts in excess of the amounts above, Defendant will promptly meet and confer with Plaintiffs' Counsel to determine the reason for the discrepancy.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The Gross Settlement Amount will be placed in an interest-bearing Qualified Settlement Fund.
- 4.4 Payments from the Gross Settlement Amount. The Administrator will disburse all Aggrieved Employee PAGA Payments, the LWDA PAGA Payment, the Administrator's Expenses Payment, the Plaintiffs' Counsel Fees, the Plaintiffs' Counsel Expenses, and the PAGA Representative Service Award within ten (10) days after the Defendant's funding of the Gross Settlement Amount. Disbursement of the Plaintiffs' Counsel Fees, the Plaintiffs' Counsel Expenses, and the PAGA Representative Service Award shall not precede disbursement of the Aggrieved Employee PAGA Payments. Disbursement to the LWDA shall be by mail or other method authorized by the LWDA. Disbursements to Plaintiffs' Counsel may be by wire.
- 4.5 The Administrator will issue checks for the Aggrieved Employee PAGA Payments and send them to the Aggrieved Employees via first class mail. The face of each check shall prominently state the date (not less than 90 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Aggrieved Employee PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.6 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a forwarding address. The Administrator must re-mail checks to any forwarding address provided or to an address ascertained through the Address Search promptly, by no later than five (5) days of receiving a returned check. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee, or requested by Plaintiffs' Counsel on behalf of an Aggrieved Employee prior to the void date.
- 4.7 Any Aggrieved Employee PAGA Payment that is uncashed and cancelled after the void date shall escheat to the State of California, Department of the Controller Unclaimed Property Fund in the name of the Aggrieved Employees whose checks were not cashed. In the event the Court does not approve escheat of such residual funds to the State of the California, the Parties agree to *cy pres* distribution to Bay Area Legal Aid.

- 4.8 The payment of Aggrieved Employee PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to any Aggrieved Employee (such as retirement or 401(k) plan contributions, compensation, bonuses or benefits under other employment benefit plans or programs) beyond those specified in this Agreement.

5. RELEASES OF PAGA CLAIMS

- 5.1 Upon the Effective Date, Plaintiffs, on behalf of the LWDA (and with binding effect on the Aggrieved Employees), will fully and finally release and discharge the Released Parties, from any PAGA claim for civil penalties that was brought or could have been brought based on the facts alleged in the Operative Complaint and Plaintiffs' LWDA notice letters dated July 24, 2015, October 30, 2017, and January 26, 2018, arising from any alleged violations occurring to Aggrieved Employees during the PAGA Release Period, including all PAGA claims for civil penalties for allegedly failing to timely issue written, signed commission contracts, issuing commission contracts lacking a method of computation by which commissions would be computed and paid, knowingly requiring employees to keep wages and working conditions confidential, failing to timely pay wages including by delaying payments of commissions, deducting from previously paid wages, and issuing inaccurate wage statements, and alleged violations of California Labor Code Sections 201, 202, 203, 204, 221, 226, 232, 232.5, 432.5, and 2751 (the "Released PAGA Claims").
- 5.2 In accordance with *Arias v. Superior Court* (2009) 46 Cal. 4th 969, the Parties intend for the Judgment to be binding on Aggrieved Employees as to the Released PAGA Claims.
- 5.3 Upon the Effective Date, Plaintiffs release the claims for interest, attorneys' fees and costs that were alleged in the Operative Complaint.

6. MOTION FOR APPROVAL

- 6.1 Plaintiffs' Responsibilities. In anticipation of filing a motion for approval by April 8, 2025, Plaintiffs will prepare and deliver to Defense Counsel by March 26, 2025, all documents necessary for obtaining Court approval of this settlement, including: (i) a draft of the notice and memorandum in support of the motion for approval; and (ii) a draft proposed order granting approval of this settlement. Plaintiffs' Counsel is responsible for submitting this settlement to the LWDA and delivering the Court's Approval to the Administrator.
- 6.2 Responsibilities of Counsel. Plaintiffs' Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval in order for the motion to be heard on April 30, 2025; appearing in Court to advocate in favor of the motion for approval; and providing confirmation to opposing parties of compliance with their respective obligations during the implementation of the settlement.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval and/or the supporting declarations and documents, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement by no later than April 7, 2025, i.e., the business day before the filing deadline. If the Court does not approve the settlement or conditions approval on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC to serve as the Administrator and verified that, as a condition of appointment, the proposed Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrator's Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3 Notice to Aggrieved Employees. The Administrator shall send the Notice of PAGA Settlement attached hereto as Exhibit A along with each Aggrieved Employee PAGA Payment. Aggrieved Employees will not be provided with any opportunity to opt out of the settlement or object to the settlement.
- 7.4 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to the Aggrieved Employees including copies of the Settlement, motion for approval, the Operative Complaint, the Court's Approval Order, the notice to be provided the Aggrieved Employees with their Aggrieved Employee PAGA Payment, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive calls, faxes, and emails from Aggrieved Employees.
- 7.5 Final Report and Compliance Declaration by Settlement Administrator. The Administrator will provide Plaintiffs' Counsel and Defense Counsel with a report detailing its disbursements by employee identification number only of all payments made under this Agreement within 10 days after the Administrator disburses all funds in the Gross Settlement Amount. The Administrator will also prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement at least 15 days before any deadline set by the Court. Before making this declaration and after the void date for issued checks, the Administrator shall provide

to Plaintiffs' Counsel and Defense Counsel a final accounting. Plaintiffs' Counsel is responsible for filing the Administrator's declaration in Court.

8. ADDITIONAL PROVISIONS

- 8.1 Waiver of Right to Appeal. Provided the Judgment is wholly consistent with the terms and conditions of this Agreement, specifically including the Plaintiffs' Counsel Fees and Plaintiffs' Counsel Expenses set forth in this Settlement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.
- 8.2 Parties to Bear Their Own Attorney's Fees and Costs. With the sole exception of the Plaintiffs' Counsel Fees and Plaintiffs' Counsel Expenses to be paid from the Gross Settlement Amount, each party to this Agreement shall bear all of its, her or his own attorneys' fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of the claims asserted in the Operative Complaint in the Action and the Appeal.
- 8.3 No Admission of Liability, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Neither the fact of the Agreement nor anything in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations by the Plaintiffs have merit or that Defendant has any liability for any claims asserted. Likewise, neither the fact of the Agreement nor anything in this Agreement is intended or should be construed as an admission by Plaintiffs that Defendant's defenses to the claims asserted by Plaintiffs have merit. The Settlement, this Agreement (including drafts and negotiations) and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 8.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding all oral representations, warranties, covenants or inducements made to or by any Party relating to the Settlement. Nothing in this Agreement shall supersede other agreements between Oracle or Released Parties and current and former employees that do not pertain to the Settlement, including but not limited to employment agreements, separation agreements, arbitration agreements, incentive compensation plans / agreements, and proprietary information agreements.
- 8.5 Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents

reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 8.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Michael E. Dickstein, and/or the Court for resolution.
- 8.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 8.8 No Tax Advice. Neither Plaintiffs, Plaintiffs' Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 8.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 8.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 8.11 Prevailing Party Attorney Fees. If any party brings any claim or action for breach of, or to enforce the terms of, this Agreement, the prevailing party in said action shall be entitled to recover its costs and attorneys' fees incurred in the prosecution or defense of said claim or action, in addition to any other relief to which said party may be entitled.
- 8.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 8.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 8.14 Confidentiality of Information. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 8.15 Publicity and Confidentiality of Agreement: Plaintiffs, Defendant, Defense Counsel, and Plaintiffs' Counsel separately agree that, until the motion for approval of the Agreement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties and the Parties' attorneys, accountants, financial advisors, spouses, retained experts, consultants or vendors all of whom will be instructed to keep this Agreement confidential; (2) to the Court, and only to the extent as may be required to effectuate the Settlement; (3) to potential settlement administrators for purposes of obtaining an estimate of the expenses associated with the administration of the Settlement or as otherwise required to effectuate the Settlement; (4) to the LWDA in conjunction with submission of the Settlement for court approval; (5) to the extent necessary to report income to appropriate taxing authorities; (6) in response to a court order or subpoena; (7) in response to an inquiry or subpoena issued by a state or federal government agency; or (8) as otherwise required by law or applicable ethical rules. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Nothing herein restricts Plaintiffs' Counsel's communications with the allegedly Aggrieved Employees in accordance with Plaintiffs' Counsel's ethical obligations owed to the allegedly Aggrieved Employees, if any. The Parties agree to work together in good faith to prepare a mutually acceptable press release regarding the Settlement, which each of Plaintiffs' Counsel will agree to use on their respective website after the motion for approval of the Agreement is filed for a period of two years, although this would not limit Plaintiffs' Counsel's ability to discuss or disclose any publicly disclosed facts on their website. The Parties, Plaintiffs' Counsel and Defense Counsel agree that they will work in good faith to finalize and Plaintiffs' Counsel will make public the mutually agreed upon press release the same day as or the day after the filing of the motion for approval of the Agreement.

From and after the motion for approval of the Agreement is filed, Plaintiffs and Defendant may discuss or disclose non-publicly disclosed facts relating to the negotiation, execution, and terms of the Agreement: (1) to the Parties' attorneys; (2) to the Parties' accountants, financial advisors, spouses, retained experts, consultants or vendors all of whom will be instructed to keep non-publicly disclosed facts of this Agreement confidential; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena or other legal process; (5) in response to an inquiry or subpoena issued by a state or federal government agency; (6) as required under the terms of the Settlement; (7) to a state agency or insurance company, should it be requested or required in relation to Plaintiffs' eligibility for or receipt of governmental benefits; (8) to the extent necessary in connection with any personal bankruptcy proceeding; (9) to a forum of competent jurisdiction in any action to enforce this Agreement; (10) to Oracle's HR, Payroll, sales compensation administration, sales incentive compensation, finance, accounting, auditors or management to the extent needed for business or legal purposes; or (11) to the extent necessary to facilitate court approval of the Agreement. In all other cases, the Parties agree to limit their statements regarding the negotiations, execution, and terms of the Agreement, whether oral, written, or

electronic (including on the Internet), to statements of publicly disclosed facts. The Parties are prohibited from disclosing any non-public, confidential information related to the negotiation or execution of the Agreement, including but not limited to information protected by any applicable settlement or mediation privilege. Plaintiffs agree that they will not circumvent this Agreement by facilitating or encouraging any allegedly Aggrieved Employee or any other individual to do what Plaintiffs have agreed not to do. Nothing herein shall restrict Plaintiffs or Plaintiffs' Counsel from disclosing Plaintiffs' respective portion(s) of the PAGA Penalty Amount.

From and after the motion for approval of the Agreement is filed, Plaintiffs' Counsel and Defense Counsel may discuss or disclose non-publicly disclosed facts relating to the negotiation, execution, and terms of this Agreement: (1) to the Parties' attorneys; (2) to their own counsel; (3) to the Parties; (4) to the Parties' and Parties' Counsel's accountants, financial advisors, spouses, retained experts, consultants or vendors all of whom will be instructed to keep non-publicly disclosed facts of this Agreement confidential; (5) to the extent necessary to report income to appropriate taxing authorities; (6) in response to a court order or subpoena or other legal process; (7) in response to an inquiry or subpoena issued by a state or federal government agency; (8) as required under the terms of the Settlement; (9) as required under Plaintiffs' Counsel's duties and responsibilities as counsel to Plaintiffs and the allegedly Aggrieved Employees; (10) for Defense Counsel, to Oracle's HR, Payroll, sales compensation administration, sales incentive compensation, finance, accounting, auditors or management to the extent needed for business or legal purposes; or (11) to the extent necessary to facilitate court approval of the Agreement. In all other cases, Plaintiffs' Counsel and Defense Counsel agree to limit their statements regarding the negotiations, execution, and terms of the Agreement, whether oral, written, or electronic (including the Internet), to publicly disclosed facts. Plaintiffs' Counsel and Defense Counsel are prohibited from disclosing any non-public, confidential information related to the negotiation or execution of the Agreement, including but not limited to information protected by any applicable settlement or mediation privilege. Plaintiffs' Counsel and Defense Counsel agree that they will not circumvent this Agreement by facilitating or encouraging any allegedly Aggrieved Employee or any other individual to do what they have agreed not to do.

- 8.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 8.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 8.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

If to Plaintiffs, to their attorneys at the following addresses:

Laura Ho (lho@gbdhlegal.com)
James Kan (jkan@gbdhlegal.com)
Dardarian Ho Kan & Lee 155 Grand Avenue, Suite 900
Oakland, CA 94612

Xinying Valerian (xinying@valerian.law)
Valerian Law, P.C.
2222 Harold Way
Berkeley, CA 94704


Michael Palmer (mpalmer@sanfordheisler.com)
Sanford Heisler Sharp McKnight, LLP
17 State Street, Fl. 37
New York, NY 10004

If to Defendant, to their attorneys at the following addresses:

Brendan Dolan (bdolan@sheppardmullin.com)
Lucky Mainz (lmainz@sheppardmullin.com)
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco, CA 94111


- 8.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 8.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: April 4, 2025.


MARYAM ABRISHAMCAR (Apr 4, 2025 17:43 PDT)

Maryam Abrishamcar
Plaintiff

Dated: April 4, 2025.


Kavi Kapur (Apr 4, 2025 14:10 PDT)

Kavi Kapur
Plaintiff

Dated: April ___, 2025.

Oracle America, Inc.
Defendant
By: Sarah Wilson
Its: Senior Vice President & Associate General Counsel

Approved as to form and the Defense Counsel and Plaintiffs' Counsel agree as to their obligations under Paragraph 8.15:

Dated: April ___, 2025.

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

Lucky Mainz
Counsel for Defendant Oracle America, Inc.

Dated: April ⁴ ___, 2025.

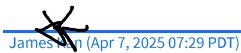
SANFORD HEISLER SHARP MCKNIGHT LLP



Michael D. Palmer
Counsel for Plaintiffs

Dated: April 7, 2025.

DARDARIAN HO KAN & LEE


James Kan (Apr 7, 2025 07:29 PDT)

James Kan
Counsel for Plaintiffs

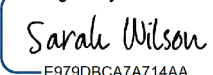
Dated: April ⁴ ___, 2025.

VALERIAN LAW, P.C.


Xinying Valerian (Apr 4, 2025 18:12 EDT)

Xinying Valerian
Counsel for Plaintiffs

Dated: April 4, 2025.

Signed by:

E979DBC7A714AA...

Oracle America, Inc.
Defendant
By: Sarah Wilson
Its: Senior Vice President & Associate General Counsel

Approved as to form and the Defense Counsel and Plaintiffs' Counsel agree as to their obligations under Paragraph 8.15:

Dated: April 4, 2025.

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP



Lucky Mainz
Counsel for Defendant Oracle America, Inc.

Dated: April ___, 2025.

SANFORD HEISLER SHARP MCKNIGHT LLP

Michael D. Palmer
Counsel for Plaintiffs

Dated: April ___, 2025.

DARDARIAN HO KAN & LEE

James Kan
Counsel for Plaintiffs

Dated: April ___, 2025.

VALERIAN LAW, P.C.

Xinying Valerian
Counsel for Plaintiffs

Exhibit A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Notice of PAGA Settlement Payment From Abrishamcar v. Oracle America, Inc.,

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the civil penalties settlement of the lawsuit entitled Abrishamcar v. Oracle America, Inc., Case No. CIV 535490 (San Mateo County Superior Court) (the “Action”).

| What are my choices? | |
|----------------------|---|
| Cash the check | Get paid your share of the civil penalties recovered in this Labor Code case |
| Do Nothing | You will still be bound by the settlement. Your share of the civil penalties will be sent to entities designated to receive residual uncashed settlement funds. |

Background

The Action was filed against Oracle America, Inc. (“Oracle”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. (“PAGA”) by former Oracle employees Maryam Abrishamcar and Kavi Kapur. The Action concerned alleged Labor Code violations occurring to **Oracle sales personnel subject to an Incentive Compensation Plan or Agreement or were in an Incentive Compensation Plan or Agreement-eligible sales position in California during the period from July 24, 2014 to September 18, 2015 or the period from October 30, 2016 to February 9, 2018** (“Aggrieved Employees”), consistent with the Court’s Case Management Order No. 17. You have been identified as one of the alleged Aggrieved Employees.

The Plaintiffs claimed that Oracle owed civil penalties under PAGA for alleged violations of the California Labor Code sections 201, 202, 203, 204, 221, 226, 232, 232.5, 432.5, and 2751 by allegedly failing to comply with requirements for commission contracts to be promptly issued and signed, requiring employees to keep wages and working conditions confidential, delaying payments of commissions, taking back previously paid commissions, deviating from the compensation plan’s method for computing commissions, and inaccurately reporting commissions on wage statements.

Oracle denies the allegations and maintains that its policies, agreements, contracts and practices were lawful and that all employees were provided all wages and compensation to which they were entitled to under the law, and denies that it owes any unpaid wages or penalties.

The Settlement

The Court has approved the \$15,500,000.00 settlement amount agreed upon by the parties. The following disbursements will be made from the Gross Settlement Amount: (1) third-party settlement administration fees of \$[###].00; (2) attorneys’ fees of \$[###].00 to the Plaintiffs’ counsel; (3) litigation fees and costs of \$[###].00 to the Plaintiffs’ counsel; and (4) PAGA Representative Service Awards of \$[###].00 for Plaintiff Abrishamcar and \$[###].00 for Plaintiff Kapur. The remaining funds after these disbursements are available for distribution as described below (“PAGA Penalty Amount”).

Under the applicable law, 75% of the PAGA Penalty Amount will go to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining 25% of the PAGA Penalty Amount goes to current and former employees who were allegedly affected by the wage and hour practices at issue in the case. The 25% of the PAGA Penalty Amount will be paid on a pro-rata basis to individual Aggrieved Employees ("Aggrieved Employee PAGA Payment") according to the following formula:

The [settlement] Administrator will calculate each Aggrieved Employee PAGA Payment by (1) dividing the sum of Aggrieved Employee PAGA Payments by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Release Period, and (2) multiplying the result by the particular Aggrieved Employee's PAGA Pay Period(s).

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the LWDA will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

Plaintiffs, on behalf of the LWDA (and with binding effect on the Aggrieved Employees), will fully and finally release and discharge the Released Parties,¹ from any PAGA claim for civil penalties that was brought or could have been brought based on the facts alleged in the Operative Complaint and Plaintiffs' LWDA notice letters dated July 24, 2015, October 30, 2017, and January 26, 2018, arising from any alleged violations occurring to Aggrieved Employees during the PAGA Release Period [July 24, 2014 to May 31, 2018], including all PAGA claims for civil penalties for allegedly failing to timely issue written, signed commission contracts, issuing commission contracts lacking a method of computation by which commissions would be computed and paid, knowingly requiring employees to keep wages and working conditions confidential, failing to timely pay wages including by delaying payments of commissions, deducting from previously paid wages, and issuing inaccurate wage statements, and alleged violations of California Labor Code Sections 201, 202, 203, 204, 221, 226, 232, 232.5, 432.5, and 2751 (the "Released PAGA Claims").

Even if you do not cash your check, you will still be bound by the settlement. The settlement releases the above-mentioned PAGA claims for civil penalties. The settlement does not release any legal remedies other than those penalties which could be recovered under PAGA in this Action.

You may peruse the settlement Administrator's website, [\[settlement website\].com](#), if you have any questions about the settlement. On the website you will find the contact information of the attorneys for both sides and a link to the Court's portal where you access court records for this case.

¹ "Released Parties" means Oracle America, Inc. and its parent, subsidiary, related, affiliated, predecessor, and successor companies/entities and each of their respective past, present, and future agents, employees, clients, officers, directors, managing agents, members, owners (whether direct or indirect), principals, fiduciaries, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, common law employers, contractors, affiliates, service providers, alter-egos, vendors, staffing agencies, payroll agencies, service providers, affiliated organizations, and any person and/or entity with potential or alleged to have joint liability.

Sincerely,

Counsel for Plaintiffs

Counsel for Defendant