

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JEFFREY SPARKS, an individual, on behalf of himself,
and on behalf of all persons similarly situated,

Plaintiffs,

v.

ADP, INC., AUTOMATIC DATA PROCESSING,
INC., a Delaware Corporation with principal places of
business in New Jersey, and DOES 1 to 100,

Defendants.

Case No. 07-3203 (AHM) (PJWx)

CLASS ACTION

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND HEARING DATE
FOR COURT APPROVAL**

Assigned to the Hon. A. Howard Matz

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ ALL OF IT CAREFULLY.**

ATTENTION: ALL PERSONS EMPLOYED IN POSITIONS LISTED ON EXHIBIT A OF THIS DOCUMENT WHO WERE EMPLOYED WITHIN THE STATE OF CALIFORNIA BY ADP, INC. (“ADP”) BETWEEN JANUARY 16, 2003 AND MARCH 31, 2008. PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION.

You are a member of the Settlement Class in this case and this Notice contains important information as to your rights under the proposed settlement. As a qualifying Class Member, you are entitled to receive a cash payment and in return will give up certain claims against ADP and Released Parties.

This Notice requires that you either (1) submit a Proof of Claim Form via U.S. First-Class Mail postmarked on or before June 2, 2008, in order to receive payment, or (2) submit a written request for exclusion via U.S. First-Class Mail postmarked on or before June 2, 2008, in order to be excluded from the Settlement.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the merits of any of the claims or defenses asserted in the Action.

1. Why Should I Read this Notice?

This Notice is given pursuant to an Order by the Court dated April 1, 2008. The purpose of this Notice is to inform you that a Settlement of the Action has been reached between Plaintiff Jeffrey Sparks (“Plaintiff” or “Sparks”) and ADP on behalf of all persons who, in general terms, worked as “Client Service Representatives” and “Implementation Specialists”¹ in the State of California for ADP’s Major Account Services between January 16, 2003, and March 31, 2008. You have received this Notice because our records indicate that you were employed by ADP in a covered position in California within this period. The Settlement is subject to final approval by the Court. If this occurs, the Settlement will result, among other things, in (a) a distribution of money to Settlement Class Members who remain in the Class and timely submit the required Proof of Claim Form and IRS Form W-9, and (b) the dismissal of the pending Action and the release of certain potential or actual claims which Settlement Class Members may have against ADP and the Released Parties. This Notice is designed to advise you of how you can participate in this Settlement.

2. What Is the Action About?

On January 16, 2007, Plaintiff, for himself and on behalf of the Class, filed the Action against ADP on behalf of himself and certain other employees that worked for ADP in California, alleging that ADP violated the California Labor Code and the California Business and Professions Code. The relevant period for purposes of the lawsuit is January 16, 2003 through March 31, 2008 (“the Settlement Period”).

The Complaint alleged that ADP unlawfully failed to pay overtime to the Class, failed to maintain accurate employment records, denied meal and rest breaks, and engaged in unfair business practice, and sought recovery of unpaid wages, meal

¹ A list of the proper job titles for these positions may be found at Exhibit A attached to this document.

and rest break payments, damages, penalties, attorneys' fees and costs. **Defendant ADP has denied Plaintiff's allegations of wrongdoing.** In addition to asserting numerous affirmative defenses, ADP asserts that its policies and practices are and have always been in compliance with all applicable law.

3. What Has Occurred in the Action?

Plaintiff has actively pursued his claims since they were first asserted. Extensive investigations were conducted and there has been a substantial exchange of information and documents. Furthermore, Plaintiff and ADP participated in extensive settlement discussions. On January 9, 2008, the Parties participated in a full-day mediation before a neutral third party, a respected mediator from Los Angeles, where the Parties ultimately reached an agreement to settle the Action.

A hearing for preliminary approval of the Settlement was held on March 31, 2008. At that time, the Court preliminarily approved the Settlement; conditionally certified the Class for settlement purposes only; appointed Class Counsel; designated Plaintiff Jeffrey Sparks as Class Representative; approved this Notice and the procedures for finalizing the Settlement approval process; and set July 14, 2008, as the date for a hearing on whether to grant final approval of the Settlement.

4. What Are the Terms of the Settlement?

The total settlement to be paid by ADP will be a maximum of \$1,625,000. This payment is "all inclusive," including but not limited to, all overtime, meal and rest break payments, penalties, attorneys' fees, costs, interest, and service award payments.

The Claim Administrator, a neutral third party, will disburse the settlement fund. The settlement administrative costs, service award to the Class Representative, attorneys' fees and costs and other associated expenses will be subtracted from the potential maximum settlement amount. To those Class Members who submit a timely and valid Proof of Claim Form and IRS Form W-9, the Claim Administrator will disburse each Settlement Class Member's proportionate share of the remaining settlement amount. The settlement amount available to each Settlement Class Member is based upon the number of pay periods worked by that Class Member as a Class Member during the Settlement Period, relative to the total number of pay periods worked by all Class Members in such positions during the Settlement Period. "Class Members" are all Major Account Services employees holding a title listed on Exhibit A who worked for ADP in California during the Settlement Period, and who do not exclude themselves from the Class. The best current estimate for the range of recovery under this settlement is that the least amount of money a Class Member will receive is \$100 and the most amount of money is approximately \$8,000. The average estimated recovery for each Class Member will be approximately \$4,000.

Please keep in mind that these are ballpark estimates. The actual recovery figures will be different. These numbers are provided in order to allow Class Members to gain some broad insight into the general potential value of their recovery.

The settlement administrative costs, service award to the Class Representative, attorneys' fees and costs shall be subtracted from the maximum potential settlement amount. The funds remaining after payment of these expenses are designated as the "Settlement Proceeds," which is the amount available for distribution among the Class Members who submit timely claims. The calculation of each Class Member's share of the funds available for distribution is as follows:

- a. Each calendar year during the Settlement Period shall be assigned an "Annual Percentage." That percentage shall equal (i) the total pay periods worked by all Class Members during that year multiplied by the sum of (a) the average annual salary for all Class Members for that year and (b) imputed interest calculated at 10% per annum simple interest through March 31, 2008, divided by (ii) total pay periods worked by all Settlement Class Members during all years in the Settlement Period multiplied by the sum of (a) the average annual salary and (b) imputed interest for all years in the Settlement Period. The Annual Percentage shall then be multiplied by the Settlement Proceeds to determine the "Potential Annual Gross Settlement Proceeds" allocable to that calendar year.
- b. Each Settlement Class Member's "Individual Percentage" shall equal (i) the total pay periods worked by that Settlement Class Member in the calendar year as a Settlement Class Member, divided by (ii) the total pay periods worked by all Class Members during such year of the Settlement Period as Settlement Class Members.
- c. Each Class Member's "Individual Settlement Award" shall equal the sum of his or her Individual Percentages of each Potential Annual Gross Settlement Proceeds and shall be comprised of interest and wages (subject to withholding) in the same appropriate percentages as the respective Potential Annual Gross Settlement Proceeds.

The wage portion of each Settlement Class Member's Individual Settlement Amount shall be subject to state and federal withholdings as required by law. The interest portion of each Settlement Class Member's Individual Settlement Amount shall require an IRS Form W-9 to be completed by each Class Member prior to payment.

The dates a Settlement Class Member worked as a Settlement Class Member during the Settlement Period shall be determined based upon ADP's records. Settlement Class Members shall be entitled to dispute the information in the Proof of Claim Form, but only as to the dates stated. The Settlement Class Member's basis for their objection, along with copies of any supporting documents, must be provided to the Claim Administrator with the Settlement Class Member's Proof of Claim Form. ADP will have an opportunity to respond to the Settlement Class Member's objection.

The Claim Administrator will decide the issue based on the information provided, and the Claim Administrator's decision shall be final, binding and non-appealable. Subject to Court approval, Plaintiff Jeffrey Sparks may be paid a service award for his services as Class Representative. ADP will not object to a service award of up to \$15,000. The parties agree to be bound by the judge's determination of the appropriate Class Representative service award. The Court will be asked to approve fees for the third-party Claim Administrator who will administer and effectuate the Settlement. Further, attorneys for the Class ("Class Counsel") will seek from the Court attorneys' fees in the amount of 25% of the \$1,625,000 for a total of \$406,250. In addition, Class Counsel will seek reimbursement of their costs incurred in the prosecution of this action. Amounts paid for attorneys' fees, service award, claim administration fees, and all costs shall be deducted from the \$1,625,000 available for cash payments to Settlement Class Members. Class Counsel believe the attorneys' fees and costs requested are reasonable. Defendant does not anticipate any objection to a request for reasonable costs. However, the final decision regarding the amount of attorneys' fees, costs, claim administration fees, and service award which will be paid is subject to the discretion and approval of the Court.

5. What Are the Released Claims?

The scope of the release and waiver that Settlement Class Members are providing to ADP is important, and the full text of that release is attached as Exhibit B to this Notice. In summary if the Settlement is approved by the Court, the scope of the release and waiver upon the effective date of the Settlement is as follows:

- a. All Class Members, including those who do not submit a Proof of Claim Form, shall be deemed to have agreed that, except for the obligations imposed by this Settlement, ADP shall be forever released and discharged from all "Released Claims," including, without limitation, that ADP failed to pay Class Members overtime or to provide them with rest breaks and meal periods, or otherwise violated California or federal law with respect to the payment of wages or the maintenance of records, and that the Class Members shall be barred and enjoined from suing the Released Parties for any liability in any way related to or arising out of any Released Claim. The Released Claims also include any and all claims of every kind and nature, known or unknown, that were or could have been asserted against ADP by the Class Representative or Class Members in any type of proceeding, for unpaid overtime compensation, meal and/or rest break payments, statutory penalties, or any other relief sought by the Complaint for the period January 16, 2003 through March 31, 2008.
- b. Any Class Member who submits a timely Proof of Claim Form also acknowledges that none of the amounts paid under this Settlement will constitute compensation under any "Employee Benefit Plan" as defined by section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and will waive any and all claims for additional contributions to and/or benefits under any Employee Benefit Plan maintained or sponsored by ADP based on any amount paid under the Settlement; and release any claim for employee benefits, including any claim arising under ERISA, arising out of, or related to, the amounts paid under this Settlement.

This summary is for your convenience only. The full scope of the release and waiver will be governed by the terms of the Settlement Agreement.

6. Why Are Class Counsel Recommending This Settlement?

Relative to the risks and costs of continuing litigation of the Action, Class Counsel believe this Settlement provides a favorable recovery which is in the best interests of the Class. Class Counsel's collective evaluation in this regard is based on the extensive investigation and discovery they have undertaken, and upon their experience prosecuting similar cases. Absent settlement, Plaintiff would have to secure class certification on the claims set forth in the Action over the strenuous opposition of ADP. Additionally, at trial, Plaintiff would have the burden of proof to establish liability and the amount of damages. This case involves many unresolved factual and legal issues, some of which could be decided against Plaintiff at or before trial, and which would jeopardize Plaintiff's ability to certify a class or to obtain a favorable judgment and preserve it on appeal.

In addition, settling the case now has the further advantage of avoiding the very substantial additional costs and delay that further litigation would involve. ADP made it clear that it would oppose class certification as well as any determination that the putative Class Members are entitled to overtime pay. Further, ADP could seek appellate review of any grant of class certification outside the settlement context and could also appeal any final adverse result at trial. Thus, absent

settlement, it is likely to be years before the litigation ends and Class Members receive a monetary recovery, if any. Given the costs involved in further litigation and the time-value of money, even if a favorable judgment were obtained at trial, it could well produce less net recovery to the Class Members than the present settlement.

7. What If I Do Not Wish to Participate in the Settlement?

If you fall within the description of persons on page 1 you are a member of the Class and will participate in the Settlement (if you submit a timely and proper Proof of Claim Form and IRS Form W-9) and be bound by the Settlement unless you submit a valid and timely request for exclusion. If you do submit a valid and timely request for exclusion, you will have no rights under the Settlement, will not share in any distribution of settlement moneys, and will not be bound by the Settlement Agreement or the Final Judgment which the Court enters to implement the Settlement.

If you wish to be excluded from the Class, you must fill out and sign the Exclusion Request Form included with this Class Notice. Additionally, to be valid, your request for exclusion must be mailed to the Sparks v. ADP, Inc. Claim Administrator, c/o Rust Consulting, Inc., at the following address: P.O. Box 1506, Minneapolis, MN 55440-1506, by U.S. First-Class Mail with a postmark not later than June 2, 2008. If you do not fall within the definition of the Class, you are not a member of the Class and will not participate in the Settlement despite your receipt of this Notice. You do not need to do anything further.

8. What Are the Procedures for Participating in the Settlement?

TO RECEIVE YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST COMPLETE AND SIGN THE PROOF OF CLAIM FORM AND IRS FORM W-9 INCLUDED WITH THIS CLASS NOTICE AND MAIL THEM BY U.S. FIRST-CLASS MAIL TO THE SPARKS V. ADP, INC. CLAIM ADMINISTRATOR, C/O RUST CONSULTING, INC., P.O. BOX 1506, MINNEAPOLIS, MN 554440-1506, WITH A POSTMARK NOT LATER THAN JUNE 2, 2008.

If you fall within the description of the persons to whom this Class Notice is directed and do not request exclusion from the Class as discussed above, you are and will remain a Class Member. All Class Members who do not request to be excluded from the Settlement pursuant to the procedures described above will be bound by the Settlement. As a Class Member, you may enter a legal appearance individually or through your own counsel at your own expense. Otherwise, Class Counsel will represent your rights at no separate expense to you.

9. Final Hearing.

A final hearing will be held on July 14, 2008, at 10:00 a.m., before the Honorable A. Howard Matz, Judge, United States District Court, Central District of California, 312 North Spring Street, Los Angeles, CA 90012 (the "Final Hearing") to determine whether the Settlement is fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees, reimbursement of costs, payment of the Claim Administrator's fees and costs, and Plaintiff's service award. If there are any Settlement Proceeds funds left over after all payments to Class Members, costs, fees and expenses, the Court may split that amount evenly between two charities, The American Cancer Society and The American Heart Association. The Final Hearing will conclude the case by dismissal and permit the distribution of money as set out above.

You are not required to appear at the Final Hearing. Subject to the conditions set forth below, any member of the Class may appear and be heard at the Final Hearing at their own expense, including for the purpose of objecting to the proposed settlement. However, no Class Member wishing to object to the Settlement shall be heard, unless his or her written notice of intention to appear, together with a written objection or opposition setting forth the basis for the objection, along with any and all documentation in support of such objection is filed with the Court no later than June 2, 2008, and copies simultaneously served on the following counsel:

CLASS COUNSEL

CLARK & MARKHAM, LLP
David R. Markham
401 West A Street, Suite 2200
San Diego, CA 92101
Telephone: (619) 239-1321
Fax: (619) 239-5888

ADP's COUNSEL

SEYFARTH SHAW LLP
Brian T. Ashe
560 Mission Street, Suite 3100
San Francisco, CA 94105
Telephone: (415) 397-2823
Fax: (415) 397-8549

Unless otherwise ordered by the Court, any Settlement Class Member who does not make his or her objection or opposition in the manner provided shall be deemed to have waived all objections and opposition to the fairness, reasonableness and adequacy of the proposed settlement, the distribution of settlement payments to and among Settlement Class Members, the fee, cost and expense applications, and the service award payment application, and will have no other chance to object or oppose any of these items. The Court may reschedule the Final Hearing without further notice to the Class.

10. Dismissal, Releases and Distribution of Settlement Shares.

If the Settlement is approved by the Court and not otherwise terminated, the Court will dismiss the Action with prejudice, and bar and permanently enjoin the named Plaintiff and each Settlement Class Member from prosecuting the Released Claims. As a result, once the judgment of Court in accordance with this Settlement has become final (the "Effective Settlement Date"), each of the Settlement Class Members and their legal successors-in-interest shall be deemed to have forever given up any Released Claims against ADP and the other released parties.

11. Where Can I Find Additional Information?

This Notice contains only a summary of the Action and terms of the proposed settlement. For more detail, the pleadings in the Action and the full Class Settlement Agreement are available for inspection by you or your representative during regular business hours at the Office of the Clerk of the United States District Court, Central District of California, 312 North Spring Street, Los Angeles, CA 90012. In addition, the full Class Settlement Agreement may be found at the website of Class Counsel: www.clarkmarkham.com/notices.html. You may also contact the Claim Administrator at: 1-866-591-7248.

12. What Are the Critical Dates?

- **June 2, 2008:** **The last date to mail your Proof of Claim Form if you are willing to be bound by the Settlement and want to receive a share of the Settlement funds.**
- **June 2, 2008:** **The last date to mail your written request to be excluded from the Settlement if you are not willing to be bound by the Settlement and do not want to receive a share of the Settlement funds.**
- **June 2, 2008:** **The last date to mail any written objections to the Settlement.**
- **July 14, 2008:** **The Court hearing to determine whether the proposed settlement is fair, reasonable and adequate, and should receive final Court approval.**

You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

PLEASE DO NOT CONTACT THE COURT OR ADP REGARDING THIS NOTICE.

/s/
BY ORDER OF HON. A. HOWARD MATZ
United States District Court Judge

EXHIBIT A

Reportsmith Account Rep.	Sr. Reportsmith Account Rep.	Service Support Specialist eTIME 1000
e-Time Senior Service Support Specialist	MA-Sr. Implementation Support Specialist	Ld PC Support Specialist
PC Support Specialist	Sr. PC Support Specialist	TLM- Technical Support Specialist
TLM - SVC Support Hub Specialist I	TLM-SVC Support Hub Specialist II	TLM-SVC Support Hub Specialist III.
Ent. Solution Center Support Specialist	Associate Implementation Specialist	Implementation Specialist
Senior Implementation Specialist	Implementation Specialist eTIME 1000	Sr. Implementation Specialist eTIME 1000
Implementation PC Support Specialist	Implementation Consultant	MA-Implementation Consultant I
MA-Implementation Consultant II	MA-Sr. Implementation Consultant	MA-Implementation Specialist
MA-Sr. Implementation Specialist	MA-Lead Implementation Specialist	MA-Implementation Support Specialist
Implementation Consultant II		

EXHIBIT B TO NOTICE OF CLASS ACTION SETTLEMENT IN SPARKS v. ADP

The full scope of the release and waiver that Class Members are providing to ADP is set forth in Section III, Paragraphs 6 and 7 of the Settlement Agreement. Those provisions are as follows:

6. Release of Claims by Class Members:

- (a) For and in consideration of the mutual promises contained herein, Plaintiff and the Settlement Class Members fully and finally release, as of March 31, 2008, ADP, its parents, subsidiaries, affiliates, and all of their employees, officers, directors, agents, attorneys, auditors, accountants, insurers, stockholders, representatives, predecessors, successors, assigns, company sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents (the “Released Parties”), from any and all “Settlement Class Members’ Released Claims.” For the purposes of this Agreement, the Settlement Class Members’ Released Claims are defined as:
- (1) All claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that could have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation, including state or federal wage and hour laws, whether for economic damages, non-economic damages, restitution, penalties or liquidated damages, arising out of:
- (a) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act, or related to acts alleged in the Complaint, including but not limited to claims: (i) that ADP violated the California Labor Code, the applicable wage orders of the California Industrial Welfare Commission, or the Fair Labor Standards Act; (ii) that ADP did not pay the Class Members all overtime that they were owed for work performed as Class Members in California; (iii) that ADP failed to provide meal and/or rest breaks to the Class Members; (iv) that ADP failed to maintain and furnish accurate records of hours worked; and/or (v) that ADP owes wages, waiting-time penalties, other penalties, including any penalties which may be available pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”), interest, attorneys’ fees, or other damages of any kind related to the claims alleged in the Complaint; and/or
- (b) the causes of action asserted in the Complaint, including but not limited to any and all claims for alleged failure to pay overtime, for alleged failure to provide meal or rest breaks, for alleged failure to maintain and furnish records of hours worked, for alleged unlawful conversion of wages, for alleged failure to timely pay wages, for alleged minimum wage and pay stub violations and related violations of Wage Orders, for alleged violations of the Fair Labor Standards Act; for waiting time penalties, and as related to the foregoing, for alleged unlawful, unfair and/or fraudulent business practices under California Business and Professions Code section 17200, *et seq.*
- (2) Plaintiff and the Settlement Class Members also acknowledge that none of the of the amounts paid under this Agreement constitute compensation under any “Employee Benefit Plan” as defined by section 3(3) of the Employee Retirement Income Security Act of 1974 (“ERISA”); and waive any and all claims for additional contributions to and/or benefits under any Employee Benefit Plan maintained or sponsored by ADP based on any amount paid under this Agreement; and release any claim for employee benefits, including any claim arising under ERISA arising out of, or related to, the amounts paid under this Agreement.
- (b) With respect to Settlement Class Members’ Released Claims, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code to the extent it is applicable (or any other similar provision under federal, state or local law to the extent any such provision is applicable), which is quoted below. Section 1542 provides:

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

Thus, subject to and in accordance with the provisions of this Agreement, even if Plaintiff and/or the Settlement Class Members may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of Settlement Class Members’ Released Claims, each Plaintiff and Settlement Class Member, upon the Effective Date, shall be deemed to have and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of Settlement Class Members’ Released Claims. This is true whether Settlement Class Members’ Released Claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory

of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

- (c) As a condition of receiving payment of any portion of the Settlement Proceeds, each Settlement Class Member shall execute the Proof of Claim Form, which shall be approved by the Court, and substantially in the form of that attached hereto as Exhibit C. The Proof of Claim Form shall include verification that the Settlement Class Member has not assigned any of his or her rights to any of the Settlement Class Members' Released Claims.
- (d) ADP will not use the Settlement Payments to Authorized Claimants to calculate eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Authorized Claimants, and ADP will not modify the Authorized Claimants' or Plaintiff's previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by ADP.

7. Waiver of Rights:

- (a) The Class Members waive any right they may have to overtime pay or any other matter alleged in or related to allegations in the Complaint except as provided for in this Agreement.
- (b) The parties hereto, stipulate and agree that the consideration paid to the Class Members pursuant to this Agreement compensates the Class for all overtime compensation to which they may be entitled pursuant to the California Labor Code, or the applicable Wage Order, and any related penalties, and as such, the Class Members are not "aggrieved employees" for purposes of the PAGA, and therefore, ADP is not liable for any penalties pursuant to the PAGA.
- (c) The parties further stipulate and agree that ADP has taken reasonable steps to ensure that meal and rest breaks are provided as required by law and that ADP is in compliance with the California Labor Code and applicable Wage Order and that Plaintiff's Attorneys have conducted a reasonable investigation and determined that ADP is currently in compliance with the California Labor Code and applicable Wage Order and meal and rest breaks are being provided as required by law.
- (d) The parties stipulate and agree that the Class has been adequately compensated for all violations alleged in the Complaint and to which they otherwise may be entitled and that any additional penalties pursuant to the PAGA would be an unjust and oppressive award.