

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, together with all exhibits hereto, (collectively, the “Agreement”) is entered into between Box, Inc. (“Defendant” or “Box”), on the one hand, and Colin Christopher (“Named Plaintiff”), individually and on behalf of himself and others similarly situated, on the other hand.

RECITALS

WHEREAS, the Named Plaintiff, on behalf of himself and others similarly situated, has asserted claims against Defendant under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, including claims related to unpaid overtime wages, claims for minimum wages, and claims for unpaid wages relating to Box’s alleged failure to pay overtime based on a regular rate inclusive of restricted stock unit (“RSU”) awards and Box’s alleged failure to pay employees working as Outbound Business Representatives for all hours worked;

WHEREAS, prior to the Named Plaintiff filing the complaint initiating this matter in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County (the “Litigation”), the parties engaged in pre-suit settlement negotiations, including an exchange of pre-suit discovery and a mediation session on February 26, 2025, with mediator Lynn Cohn, Esq., and engaged in further post-mediation settlement negotiations assisted by Ms. Cohn;

WHEREAS, Plaintiffs’ Counsel analyzed and evaluated the merits of the claims made against Defendant in the Litigation, conducted interviews with putative collective members, obtained and reviewed documents relating to Defendant’s compensation policies and practices, and analyzed payroll and other data and information;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a less favorable recovery, and that any recovery 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 the Named Plaintiff and the Potential Opt-In Plaintiffs (as defined below);

WHEREAS, Box denies all the claims and contentions alleged by the Named Plaintiff in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever or the propriety of a representative action, Box has concluded that further litigation of the claims encompassed by the Litigation would be protracted and expensive and would also divert management and employee time. Box also has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement, and;

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that Named Plaintiff and any individuals who opt into the Litigation may have against Box.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the parties

hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

Defendant and the Named Plaintiff (collectively, the “Settling Parties”) agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by Defendant of the Gross Fund as defined in this Agreement, subject to the terms, conditions and limitations of this Agreement; (b) the release of all Released Claims by Qualified Claimants, dismissal with prejudice of the Litigation, and a judgment entry fully disposing of the action following approval of the settlement, as well as approval of the release of all Released Claims by Qualified Claimants; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Court and is entered into voluntarily by the Settling Parties for settlement purposes only.

DEFINITIONS

The following definitions shall apply to terms used in this Agreement.

1. “Approval Motion” means the Unopposed Motion for Order Approving Settlement of Collective Action, to be filed by the Named Plaintiff following review and approval by Defendant’s Counsel, with such approval to not be unreasonably withheld.

2. “Approval Order” means the agreed-upon Proposed Order submitted to the Court with the Named Plaintiff’s Approval Motion, which shall, *inter alia*, approve the terms of this Agreement, approve the general release of claims by Named Plaintiff as set forth herein, and approve the release of all Released Claims by Qualified Claimants.

3. “Check Issuance Date” means the date of issuance on a Qualified Claimant’s settlement check.

4. “Check Cashing Deadline” means the 120-day period after the “Check Issuance Date” during which Qualified Claimants have to negotiate their settlement checks.

5. “Claim Bar Date” means the date 60 days after the date the Notice Packets were initially distributed to the Potential Opt-In Plaintiffs by which the Settlement Claims Administrator must receive Potential Opt-In Plaintiffs’ completed Consent to Join and Release Form, or, if sent by U.S. First Class Mail, the date by which the completed forms must be postmarked, for any Potential Opt-In Plaintiff to receive any monetary proceeds from the settlement.

6. “Cure Claim Bar Date” means the longer of 21 days from mailing of the Cure Letter or the Claim Bar Date in which a Potential Opt-In Plaintiff must return a properly completed Consent to Join and Release Form.

7. “Cure Letter” means the letter provided by the Settlement Claims Administrator to a Potential Opt-In Plaintiff whose Consent to Join and Release Form was timely submitted but does not contain sufficient information to process payment to the Potential Opt-In Plaintiff, requesting the information that was not provided.

8. “Defendant’s Counsel” means Littler Mendelson P.C., the law firm representing Box in the Litigation.

9. “Effective Date” means the 30th day after the issuance of the “Approval Order,” provided no appeals are filed regarding the Approval Order. In the event any appeals are filed regarding the Approval Order, the Effective Date shall be the 30th day after the final appeal is resolved in favor of this Agreement.

10. “General Release Payment” means the portion of the Gross Fund allocated for payment to Named Plaintiff in exchange for a general release of any and all of Named Plaintiff’s claims against the Released Parties pursuant to paragraph III.F.4 below.

11. “Gross Fund” means a maximum amount of \$670,000.00, paid by Box to settle the Litigation. The Gross Fund includes all wage and hour claims related to Box’s failure to include the value of RSU payments in the regular rate when determining overtime payments of the Potential Opt-In Non-Exempt Plaintiffs; local, state, and federal wage and hour claims of the Named Plaintiff and Potential Opt-In OBR Plaintiffs; a general release award for Named Plaintiff; employees’ portions of payroll taxes (for Named Plaintiff and Qualified Claimants) as described further below; all attorneys’ fees and expenses of Plaintiffs’ Counsel; and the expenses of the Settlement Administrator. Defendant’s share of payroll taxes shall not come out of the Gross Fund. Rather, Defendant’s share of payroll taxes shall be first made from any funds otherwise reverting to Defendant pursuant to the terms of this Agreement. If those funds amount to less than Defendant’s share of payroll taxes, Defendant shall pay the difference in addition to the sum of the Gross Fund.

12. “Individual Gross Settlement Payment” means the Qualified Claimant’s Potential Gross Settlement Payment disclosed in the Notice Packet.

13. “Litigation” means the civil action to be filed in the Circuit Court of the Eleventh Judicial Circuit in and for Broward County, Florida, to be captioned *Christopher v. Box, Inc.*

14. “Net Fund” means the Gross Fund less the amount approved by the Court for (i) the General Release Payment, (ii) for attorneys’ fees, costs, and expenses, (iii) the employee portion of payroll taxes for Qualified Claimants, and (iv) the fees and expenses of the Settlement Claims Administrator.

15. “Non-Exempt Employees” or “NEEs” means current or former non-exempt classified employees of any job title other than Outbound Business Representative, working for Defendant in the United States.

16. “Notice Packet” means the Notice of Settlement (to reflect each Named Plaintiff’s and Potential Opt-In Plaintiff’s Potential Gross Settlement Payment amount and a summary of the basis for settlement) and Consent to Join and Release Form, advising the Potential Opt-In Plaintiffs of the material terms and provisions of this settlement, the procedure for submitting Consent to Join and Release Forms, and their rights with respect to this settlement. The Notice Packet shall also include a self-addressed postage prepaid envelope in which Potential Opt-In Plaintiffs may return their Consent to Join and Release Form. There will be two forms of the

Notice Packet, one form sent to Potential Opt-In OBR Plaintiffs, and another sent to Potential Opt-In Non-Exempt Plaintiffs. The Notice Packet to Potential Opt-In OBR Plaintiffs is attached to this Agreement as Exhibit A, and the Notice Packet to Potential Opt-In Non-Exempt Plaintiffs is attached to this Agreement as Exhibit B.

17. “Outbound Business Representatives” or “OBRs” means current or former non-exempt classified Outbound Business Representatives, however variously titled, working for Defendant in the United States.

18. “Plaintiffs’ Counsel” means Shavitz Law Group, P.A., the law firm representing the Named Plaintiff in the Litigation.

19. “Portion of the Net Fund” means each Named Plaintiff and Potential Opt-In Plaintiff’s share of the Net Fund, calculated pursuant to paragraph III.F.2.

20. “Potential Gross Settlement Payment” means the Individual Gross Settlement Payment amount each Potential Opt-In Plaintiff will receive if they become a Qualified Claimant, which will be disclosed in the Notice Packet.

21. “Potential Opt-In Non-Exempt Plaintiffs” means Non-Exempt Employees who work or worked for Box from April 1, 2019 to May 15, 2025 in New York or New Jersey, April 1, 2021 to May 15, 2025 in California, or from April 1, 2022 to May 15, 2025 anywhere else in the United States of America.

22. “Potential Opt-In OBR Plaintiffs” means Outbound Business Representatives who work or worked for Box from April 1, 2019 to May 15, 2025 in New York or New Jersey, April 1, 2021 to May 15, 2025 in California, or from April 1, 2022 to May 15, 2025 anywhere else in the United States of America.

23. “Potential Opt-In Plaintiffs” means Potential Opt-In OBR Plaintiffs and Potential Opt-In Non-Exempt Plaintiffs, collectively.

24. “Qualified Claimants” means the Named Plaintiff and all Potential Opt-In Plaintiffs who timely return properly completed and executed Consent to Join and Release Forms, who are entitled to receive a Portion of the Net Fund.

25. “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Claims Administrator in which the payments made pursuant to this Agreement will be deposited by Defendant and which is intended by the Settling Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*

26. “Released Parties” means Box, Inc. and all related entities, as well as their respective predecessors, successors, present and former affiliates, parents, subsidiaries, insurers, officers, directors, agents, members, shareholders, unitholders, general partners, limited partners, owners, beneficiaries, employees, representatives, heirs, attorneys, and assigns.

27. “Relevant Settlement Period” means the period from April 1, 2019 to May 15, 2025 in New York or New Jersey, April 1, 2021 to May 15, 2025 in California, or from April 1, 2022 to May 15, 2025 anywhere else in the United States of America.

28. “Re-mailing Claim Bar Date” means the longer of twenty-one (21) days from the re-mailing of the Notice Packet or the Claim Bar Date in which a Potential Opt-In Plaintiff must return his or her properly-executed and completed Consent to Join and Release Form, to the extent any mailed Notice Packet was not delivered to the Potential Opt-In Plaintiff and/or is returned as undeliverable within the 60-day claim period.

29. “Reversion” means the remainder of the Net Fund after distribution of the court-approved General Release Payment, attorneys’ fees and costs of Plaintiffs’ Counsel, the Settlement Claims Administrator’s fees and costs, and the Individual Gross Settlement Payments to Qualified Claimants, which shall revert to Defendant after Defendant’s share of employer payroll taxes is deducted from it.

I. CONSENT TO COURT-FACILITATED NOTICE

A. Potential Claimants. For settlement purposes only, the Settling Parties agree that the Named Plaintiff and the Potential Opt-In Plaintiffs are similarly situated for purposes of 29 U.S.C. § 216(b) of the Fair Labor Standards Act (“FLSA”) and consent to Court-facilitated notice of the settlement to Named Plaintiff and Potential Opt-In Plaintiffs. This agreement regarding similarly situated status shall not be admissible in any other proceeding and shall have no effect on any other proceeding. Outside the narrow context of this settlement, Defendant denies that any group of employees can proceed in any class, collective, or other group or representative status.

B. Named Plaintiff. Named Plaintiff will file a Consent to Join form for himself when filing the Litigation, will not be sent a Notice Packet, but will instead be sent his Individual Gross Settlement Payment at the time the settlement checks for the Qualified Claimants are mailed by the Settlement Claims Administrator.

C. Court Approval. The Settling Parties shall cooperate and present to the Court such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Court-facilitated notice.

II. SETTLEMENT APPROVAL PROCEDURE

On or before August 4, 2025, or as soon thereafter as the Named Plaintiff is able to file motions in the Litigation, the Named Plaintiff shall file an Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Opportunity to File Consent to Join and Release Forms (“Approval Motion”) with this Settlement Agreement, the two forms of Notice of Settlement (which shall include a summary of the basis for settlement and, after court approval, will reflect each Potential Opt-In Plaintiff’s Potential Gross Settlement Payment) and two forms of Consent to Join and Release Form (collectively, with the self-addressed postage prepaid envelope, the “Notice Packet”), which are attached to this Agreement as **Exhibits A (forms of Notice of Settlement) and B (forms of Consent to Join and Release Forms)**, advising the Potential Opt-In Plaintiffs of their respective material terms and provisions of this settlement as it relates to their claims, the procedure for submitting Consent to Join and Release Forms, the URL

for a secure interactive website/portal where Potential Opt-In Plaintiffs may submit their Consent to Join and Release, and their rights with respect to this settlement. The Settling Parties shall also submit the agreed-upon Approval Order.

III. MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS

A. Notice of Claims

1. Within 7 days after the Effective Date, Box shall provide the Settlement Claims Administrator an Excel chart listing for Named Plaintiff and each Potential Opt-In Plaintiff their names, last known home address, last known e-mail address not affiliated to a Box domain, Social Security number, the number of applicable workweeks employed as an OBR, and the number of applicable workweeks employed as an NEE during the Relevant Settlement Period, as that information exists in Box's employment records. This information shall not be shared with Plaintiffs' Counsel, except as otherwise set forth herein. Plaintiffs' Counsel shall also provide the Settlement Claims Administrator with any updated addresses for the Named Plaintiff. Prior to the mailing of the Notice Packets to Potential Opt-In Plaintiffs, the Settlement Claims Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Notice Packet to any updated address obtained therefrom.

2. Within 21 days after the Effective Date (provided no appeals are filed regarding the Approval Order or any appeals are resolved in favor of this Agreement), the Settlement Claims Administrator shall send, via e-mail and First Class U.S. Mail, all Notice Packets to the Potential Opt-In Plaintiffs, along with an enclosed, postage-paid return envelope. Each Consent to Join and Release shall include a unique number or other mark identifying the Potential Opt-In Plaintiff to whom it was sent. If any Notice Packet is returned as undeliverable for a Potential Opt-In Plaintiff, the Settlement Claims Administrator shall promptly attempt to locate such Potential Opt-In Plaintiff up to two times through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Notice Packet to such person. In order for any Potential Opt-In Plaintiff to receive any monetary proceeds from the settlement, the Settlement Claims Administrator must receive their properly-executed and completed Consent to Join and Release Form by e-mail, fax, or web portal submission within 60 days from the date of mailing (or, if sent by U.S. First Class Mail, postmarked no later than Claim Bar Date, unless otherwise agreed by the parties). Thirty days after the date on which the Notice Packets are mailed, the Settlement Claims Administrator shall send a reminder notice in the form of **Exhibit C** to this Settlement Agreement, by U.S. Mail, to all Potential Opt-In Plaintiffs who have not returned completed Consent to Join and Release Forms. These notices are the only notices that will be issued to Potential Opt-In Plaintiffs, and the Settling Parties agree to refrain from providing any other form of notice to Potential Opt-In Plaintiffs or to encourage or discourage them from returning their Consent to Join and Release Forms. Timely and properly completed Consent to Join and Release Forms shall constitute written consent to join the Litigation as a party pursuant to 29 U.S.C. § 216(b), and, to the extent necessary, shall be filed with the Court following the redaction of the Qualified Claimant's contact information.

3. In the event that, before the Claim Bar Date, Plaintiffs' Counsel or the Settlement Claims Administrator becomes aware that a Potential Opt-In Plaintiff did not receive

the Notice Packet or misplaced the Notice Packet, the Settlement Claims Administrator shall mail an additional Notice Packet to the Potential Opt-In Plaintiff. To the extent any mailed Notice Packet was not delivered to a Potential Opt-In Plaintiff and/or is returned as undeliverable within the 60-day Claim Bar Date, such person shall be permitted the longer of 21 days from the re-mailing of the Notice or the Claim Bar Date to return his or her properly-executed and completed Consent to Join and Release Form (“Re-mailing Claim Bar Date”). Such Consent to Join and Release Form must be received by the Settlement Claims Administrator postmarked by, or received by e-mail, on or before the Re-mailing Claim Bar Date.

4. In the event any Consent to Join and Release Form is timely submitted but does not contain sufficient information, the Settlement Claims Administrator shall provide the Potential Opt-In Plaintiff with a letter (“Cure Letter”) via First Class U.S. Mail, with an included postage-paid return envelope, requesting the information that was not provided and giving the Potential Opt-In Plaintiff the longer of 21 days from mailing of the Cure Letter or the Claim Bar Date (“Cure Claim Bar Date”) to return a properly completed Consent to Join and Release Form. Any Potential Opt-In Plaintiff who fails to respond timely to a Cure Letter will not be considered a Qualified Claimant, as defined below.

5. In the event of any dispute over a Potential Opt-In Plaintiff’s number of applicable workweeks and/or the late submission of any claims, the Settling Parties will meet and confer in good faith in an effort to resolve the dispute. If the Settling Parties are unable to reach an agreement, the Settlement Claims Administrator shall decide the dispute, and its decision will be final. In the case of a dispute over a Potential Opt-In Plaintiff’s dates of employment or number of applicable workweeks, Defendant’s records shall control and will have a rebuttable presumption of correctness.

6. The Potential Opt-In Plaintiffs who timely return properly completed and executed Consent to Join and Release Forms, together with the Named Plaintiff, will be considered “Qualified Claimants” entitled to receive a Portion of the Net Fund (as defined in paragraph III.F below). Potential Opt-In Plaintiffs who do not become Qualified Claimants will not be entitled to payment of their Potential Gross Settlement Payment. The Potential Gross Settlement Payments of any Potential Opt-In Plaintiffs who do not become Qualified Claimants shall become part of the Reversion.

7. Within 7 days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator shall provide to Defendant’s Counsel and Plaintiffs’ Counsel: (a) a list of Qualified Claimants with separate columns for first name and last name, their addresses, e-mail addresses and phone numbers; (b) electronic copies of all timely received and completed Consent to Join and Release Forms; (c) the total of the employer-portion share of payroll taxes; and (d) the value of the claims made by the Qualified Claimants.

8. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consent to Join and Release Forms received by Qualified Claimants and shall provide the original Consent to Join and Release Forms to Counsel for Defendant. At the conclusion of the settlement administration process, the

Settlement Claims Administrator shall also provide the Settling Parties a register listing all Qualified Claimants, and the amount paid to each Qualified Claimant.

B. Defendant's Payment Obligations. In consideration for the dismissal with prejudice of the Litigation as well as the release of claims effected by this Agreement and other good and valuable consideration, Defendant shall pay a maximum of Six Hundred Seventy Thousand Dollars (\$670,000.00), to settle the Litigation (the "Gross Fund"). Defendant shall make such payment to the QSF within 7 days after the Effective Date. Within 7 days of the Settlement Claims Administrator advising Defendant of the amount due to satisfy Defendant's and the QSF's employer tax obligations, the Settlement Claims Administrator shall simultaneously advise the parties if there were sufficient unclaimed funds to satisfy the employer tax obligations. If there are sufficient unclaimed funds, the Settlement Administrator shall use those funds to satisfy the employer's tax obligations. If there are not sufficient funds, the Settlement Claims Administrator shall first apply the unclaimed funds to payment of the employer's tax obligation, and Defendant will pay the balance separate from the Gross Fund. These payments, including the Individual Gross Settlement Payments to be made from the Gross Fund, are not intended to and will not: (1) form the basis for additional contributions to benefits under or any other monetary entitlements under; (2) count as earnings or compensation with respect to; or (3) be considered to apply to, or be applied for purposes of, any bonus, pension, 401(k), or other retirement plans or similar programs of Defendant. At Defendant's option, the checks issued to Qualified Claimants shall contain an FLSA opt-in notice and/or a summary of the release set forth below.

C. Payment. Within 14 days of the Effective Date, the Settlement Claims Administrator shall pay Plaintiffs' Counsel by wire transfer such amount of attorneys' fees, costs and litigation expenses as has been approved and ordered by the Court, and shall send a check to the Named Plaintiff for the Court-approved General Release Payment. Payment by the Settlement Claims Administrator of the Individual Gross Settlement Payments to the Qualified Claimants shall be made after the conclusion of the claim procedure, as described below.

D. Settlement Claims Administration

1. Settlement Claims Administrator. The Settlement Claims Administrator shall be CPT Group.

2. Settlement Claims Administrator Responsibilities. The Settlement Claims Administrator shall be responsible for: (a) establishing the QSF, and determining and finalizing the calculations of the Potential Gross Settlement Payments and tax withholding amounts for the Named Plaintiff and Potential Opt-In Plaintiffs, as applicable; (b) preparing, printing and disseminating to the Potential Opt-In Plaintiffs the Notice Packets and return envelopes and reminder notices; (c) copying counsel for all Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Settling Party or Potential Opt-In Plaintiff who receives a Notice Packet; (d) receiving and reviewing the Consent to Join and Release Forms submitted by Potential Opt-In Plaintiffs to determine eligibility for payment; (e) determining the final Individual Settlement Payment for each Qualified Claimant in accordance with this Agreement; (f) mailing the Individual Settlement Payments to Qualified Claimants; (g) wiring Plaintiffs' Counsel's attorneys' fees, expenses, and costs and mailing the General Release Payment in accordance with this Agreement and Order of

the Court; (h) paying all payroll tax obligations of Defendant in accordance with applicable law and this Agreement; (i) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants; (j) ascertaining current address and addressee information for each Notice Packet returned as undeliverable; (k) referring to counsel for the Settling Parties all inquiries by the Named Plaintiff and Potential Opt-In Plaintiffs that the Settlement Claims Administrator cannot resolve and/or which involve matters not within the Settlement Claims Administrator's duties specified herein; (l) responding to inquiries of Plaintiffs' Counsel or Defendant's Counsel; (m) promptly apprising counsel for the Settling Parties of the activities of the Settlement Claims Administrator; (n) maintaining adequate records of its activities, including the date of the mailing of the Notice Packets and receipt of Consent to Join and Release Forms, returned mail and other communications and attempted written or electronic communications with the Named Plaintiff and Potential Opt-In Plaintiffs; (o) confirming in writing to Plaintiffs' and Defendant's Counsel its completion of the administration of the settlement, retaining copies of all endorsed settlement checks, and providing Defendant's Counsel with copies of all endorsed settlement checks; (p) timely responding to communications from the Settling Parties or their counsel; (q) the creation, maintenance, and monitoring of the website/portal through which Potential Opt-In Plaintiffs may submit their Consent to Join and Release Forms; and (r) such other tasks as called for by this Agreement, ordered by the Court, or the Settling Parties mutually agree. In addition, on a weekly basis, the Settlement Claims Administrator will provide the Settling Parties reports totaling the number of Qualified Claimants and the aggregate amount of their Individual Gross Settlement Payments. The Settlement Claims Administrator shall not disclose to Named Plaintiff, Potential Opt-in Plaintiffs, or Plaintiffs' Counsel the names, contact information, or personally identifiable information of any Potential Opt-In Plaintiff.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator, including but not limited to all fees, expenses, and costs in connection with the Gross Fund and QSF (including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the QSF and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid from the Gross Fund. The Settlement Claims Administrator shall be required to agree to a reasonable not-to-exceed cap for all fees and expenses for the claims administration work to be agreed upon by the Settling Parties prior to retention of the Settlement Claims Administrator. Such agreement shall not be unreasonably withheld.

4. Reporting by Settlement Claims Administrator. Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Notice Packets to Potential Opt-In Plaintiffs, the claims administration process, the receipt of Consent to Join and Release Forms, distribution of the Settlement Checks, and any other aspect of the claims administration process.

E. Creation and Implementation of a Qualified Settlement Fund

1. Establishing the Qualified Settlement Fund. The Gross Fund will be deposited in an account intended by the Settling Parties to be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg.

Section 1.468B-1, *et seq.* The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court. The payment to the QSF and the timing of the payment to the QSF are described in paragraphs III.B-III.C.

2. Administering the QSF. The Settlement Claims Administrator shall serve as Trustee of the QSF and shall act as a fiduciary with respect to the handling, management, and distribution of the QSF, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

3. Tax Matters.

a. In connection with Defendant's transfer of funds into the QSF, the following definitions will apply:

(1) Defendant will be a "transferor" within the meaning of Treas. Reg. Section 1.468B-1(d)(1) to the QSF with respect to the amounts transferred; and

(2) The Settlement Claims Administrator will be the "administrator" of the QSF within the meaning of Treas. Reg. Section 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Treas. Reg. Section 1.468B-2(1)(2) or any other applicable law on or with respect to the QSF, and in accordance with this Agreement.

b. The Settlement Claims Administrator shall promptly provide a current Internal Revenue Service ("IRS") Form W-9 of the QSF to Defendant.

c. For tax purposes, 50% of each Qualified Claimant's Individual Gross Settlement Payment pursuant to paragraph III.F.2 below will be treated as wages and 50% of such payment shall be treated as liquidated damages, interest, and other non-wage amounts. The Settlement Administrator will withhold from each such payment that is treated as wages the individual's share of all applicable federal, state, and local income and employment taxes, and shall report that portion to the IRS and the Qualified Claimant under the Qualified Claimant's name and social security number on an IRS Form W-2. The portion of each such payment that is treated as liquidated damages are not wages and will be paid without withholding, and will be reported to the IRS and the Qualified Claimant under the Qualified Claimant's name and social security number on an IRS Form 1099-Misc. in Box 3.

d. Any Court-approved General Release Payment to the Named Plaintiff paid pursuant to paragraph III.F.4 shall be treated as non-wages, and will be paid without withholding, and will be reported by the Settlement Claims Administrator to the IRS and the

Named Plaintiff under the Named Plaintiff's name and social security number on an IRS Form 1099-Misc. in Box 3.

e. Attorneys' fees and costs paid pursuant to paragraph III.F.5 are not wages, and shall be paid without withholding, and such fees and costs shall be reported by the Settlement Claims Administrator to the IRS and the applicable attorney under the law firm's name and taxpayer identification number on an IRS Form 1099-Misc.

f. Plaintiffs' Counsel and each Qualified Claimant agree that he or she shall be solely responsible for all taxes, interest, and penalties due with respect to any payment received by him or her pursuant to this Agreement (other than the employer-portion share of payroll taxes set forth above) and shall indemnify, defend and hold Defendant harmless from and against any and all taxes, interest, penalties, attorneys' fees and other costs imposed on Defendant as a result of Plaintiffs' Counsel and/or a Qualified Claimant's failure to timely pay such taxes that were not employer obligations.

g. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the QSF ("QSF Taxes"), if any, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the QSF does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and expenses and costs incurred in connection with the operation and implementation of this paragraph ("QSF Tax Expenses") (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses") shall be paid out of the Gross Fund. Further, QSF Taxes and QSF Tax Expenses shall be treated as a cost of the administration of the QSF. The Settling Parties agree to cooperate with the Settlement Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

h. Defendant and the Qualified Claimants shall have no liability or responsibility whatsoever for the QSF Taxes or QSF Tax Expenses, or the filing of any tax returns, information reports or other documents with the IRS or any other taxing authority with respect thereto. Further, Defendant shall have no liability or responsibility whatsoever for taxes of Plaintiffs' Counsel.

i. The Named Plaintiff, on behalf of himself and Potential Opt-In Plaintiffs, acknowledge and agree that they have not relied upon any advice from Defendant and/or Plaintiffs' Counsel as to the taxability of the payments received pursuant to this Agreement.

j. Per Treasury Department Circular 230, this Agreement is not intended to provide tax advice, and any tax advice contained in this Agreement or any notice summarizing this Agreement is not intended to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or promoting, marketing, or recommending to another party any transaction or matter addressed herein.

4. Communication with Defendant's and Plaintiffs' Counsel. Defendant's Counsel and Plaintiffs' Counsel are authorized to communicate directly with the Settlement Claims Administrator to expedite the settlement administration process. All Settling Parties shall have full access to all information relating to claims administration, except as otherwise set forth herein.

F. Allocation of the Settlement Fund

1. Net Fund. The amount approved by the Court for the General Release Payment; the amount approved by the Court for attorneys' fees, costs, and expenses; the fees and expenses of the Settlement Claims Administrator approved by the Court; and the employee portion of payroll taxes for Qualified Claimants, shall be deducted from the Gross Fund to obtain a "Net Fund."

2. Allocation of Net Fund. Named Plaintiff and all Potential Opt-In Plaintiffs shall be allocated a portion of the Net Fund pursuant to the following allocation formula:

- a.** Each Potential Opt-In Plaintiff employed by Defendant during the Relevant Settlement Period shall receive one (1) point for each week employed as an NEE during the Relevant Settlement Period and nine (9) points for each workweek employed as an OBR during the Relevant Settlement Period, as applicable to the Potential Opt-In Plaintiff depending on the state in which he or she was employed during the Relevant Settlement Period.
- b.** The calculation of workweeks pursuant to paragraph III.F.2.a shall be based on Defendant's business records.
- c.** To calculate Named Plaintiff's and each Potential Opt-In Plaintiff's proportionate share of the Net Fund:
 - (1)** Add all points for Named Plaintiff and each Potential Opt-In Plaintiff together to obtain the "Total Denominator;"
 - (2)** Divide the number of points for Named Plaintiff and each individual Potential Opt-In Plaintiff by the Total Denominator to obtain each individual's "Portion of the Net Fund;"
 - (3)** Multiply each individual's Portion of the Net Fund by the Net Fund to determine each individual's "Potential Gross Settlement Payment."

3. Potential Gross Settlement Payment. Each Potential Opt-In Plaintiff's Potential Gross Settlement Payment amount, respectively, shall be disclosed to them in the Notice Packet. The Settlement Claims Administrator will provide the Named Plaintiff's Individual Gross Settlement Payment amount to Plaintiffs' Counsel and Defendant's Counsel upon the mailing of the Notice Packets to the Opt-In Plaintiffs.

4. General Release Payment. From the Gross Fund, Plaintiffs' Counsel shall seek a "General Release Payment" of \$5,000.00 for the Named Plaintiff, as payment for a general release of claims and his involvement in commencing and litigating the claims represented in this Litigation and his involvement in preparing for mediation for the benefit of all Potential Opt-In Plaintiffs. Defendant will not oppose this request. The settlement is not conditioned upon the Court's approval of the General Release Payment. The Settling Parties expressly agree that the Court's approval or denial of any request for a General Release Payment is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any portion of the General Release Payment not approved by the Court shall become part of the Net Fund. Any order or proceeding relating to the application by Plaintiffs' Counsel for a General Release Payment shall not operate to terminate or cancel this Agreement.

5. Attorneys' Fees and Costs Amounts. Plaintiffs' Counsel shall make an application to the Court for an award of attorneys' fees of one-third of the Gross Fund, and Plaintiffs' Counsel shall also seek reimbursement of their reasonable costs and expenses of up to \$12,000.00 from the Gross Fund ("Attorneys' Fees and Cost Award"). Defendant will not oppose Plaintiffs' Counsel's attorneys' fees, costs, and expenses requests. The settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's petition for attorneys' fees, costs, and expenses. Payment of such attorneys' fees, costs, and expenses to Plaintiffs' Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all obligations by Defendant to pay any person, attorney or law firm for attorneys' fees, costs, or expenses incurred on behalf of Qualified Claimants. The Settling Parties expressly agree that the Court's approval or denial of any request for attorneys' fees, costs, and expenses is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any portion of the Attorneys' Fees and Cost Award not approved by the Court shall become part of the Net Fund. Any order or proceeding relating to the application by Plaintiffs' Counsel for an award for attorneys' fees, costs, and expenses shall not operate to terminate or cancel this Agreement. Named Plaintiff, on behalf of himself and Qualified Claimants, and Plaintiffs' Counsel expressly waive any rights that they may have to recover any other attorneys' fees, costs, or expenses relating to the Litigation or settlement.

G. Payments to Qualified Claimants

1. Timing of Payments. Within 21 days after the later of the Effective Date, Claim Bar Date, Cure Claim Bar Date, or Re-mailing Claim Bar Date, the Settlement Claims Administrator will transmit all Individual Gross Settlement Payments to Qualified Claimants by First Class U.S. Mail to the last known address for each Qualified Claimant, or such other address provided by the Qualified Claimant to the Settlement Claims Administrator.

2. Negotiation of Settlement Checks. Qualified Claimants will have 120 days after the date on their Individual Gross Settlement Payment checks (the "Check Issuance Date") in which to negotiate the checks ("Check Cashing Deadline"). Sixty days after the Check Issuance Date, the Settlement Claims Administrator shall send a reminder notice in the form of ***Exhibit D*** to this Settlement Agreement to all Qualified Claimants reminding them to negotiate their checks prior to the Check Cashing Deadline. If any Qualified Claimant does not negotiate his or her

settlement check within 120 days after the Check Issuance Date, the check will be void. Any settlement checks not cashed within 120 days after mailing will be voided and a stop-payment will be issued, and the funds shall revert to Defendant. Named Plaintiff and Qualified Claimants shall be bound by the terms of this Agreement and release all Released Claims even if they fail to timely negotiate their Individual Gross Settlement Payment checks. In addition, any funds in excess of \$20,000.00 remaining in the Qualified Settlement Fund after payment of: (1) Individual Gross Settlement Payments to all Qualified Claimants; (2) all attorneys' fees, costs, and litigation expenses approved by the Court; (3) all costs incurred by the Settlement Claims Administrator, as approved by the Court; (4) applicable federal, state and local income taxes, and all federal and state unemployment taxes required to be withheld from the wage-based portion of the Individual Gross Settlement Payments and (5) the General Release Payment, minus employer taxes to be paid on the wage-based portion of the Individual Gross Settlement Payments, shall revert to Defendant and must be returned to Defendant on the date that the Individual Gross Settlement Payments are transmitted to Qualified Claimants. In addition, within 30 days after the close of the 120 day deadline to negotiate settlement checks, the aggregate amount of the balance of the \$20,000.00 retention referenced above and any voided checks will be returned to Defendant. Named Plaintiff, Plaintiffs' Counsel, Defendant, and Defendant's Counsel will not be liable for checks cashed by persons other than Named Plaintiff and Qualified Claimants. Named Plaintiff and Qualified Claimants will be deemed to have released the Released Parties from all Released Claims even if that individual contends that their check was cashed by a person other than to whom the check is written.

IV. RELEASE

A. Release by Qualified Claimants. Qualified Claimants receiving an Individual Gross Settlement Payment for weeks worked as an OBR hereby release the Released Parties of and from any and all wage and hour claims, including overtime claims, claims relating to the failure to properly calculate overtime, claims relating in any way to the improper calculation of regular rate, and claims for failure to properly pay for all hours worked, that accrued during their employment as OBRs, or while otherwise employed as a NEE, relating back to the full extent of the federal and state statute of limitations periods as tolled and continuing through the date of the Court's approval of the settlement, including, without limitations, all local, state and federal claims for unpaid overtime wages, failure to properly calculate overtime, failure to properly calculate regular rate, failure to properly pay for all hours worked, and related claims for unpaid wages, penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, as well as any other relief under federal, state, or local laws. In order to receive an Individual Gross Settlement Payment, a Qualified Claimant who worked for Defendant as an OBR during the Relevant Settlement Period must properly and timely execute a Consent to Join and Release Form containing this release of claims and any additional language necessary to effectuate a complete release of all wage and hour claims under applicable state laws. As to Qualified Claimants receiving an Individual Gross Settlement Payment for weeks worked as an NEE, such Qualified Claimants hereby release the Released Parties of and from any and all claims related to the failure to include RSU awards in their regular rate of pay for purposes of computing overtime compensation or the failure to include RSU awards in their regular rate of pay for purposes of calculating any other wages or making any payments that are based on regular rate, that accrued during their employment as NEEs, relating back to the full extent of the federal and state statute of limitations periods as tolled and continuing through the date of the Court's approval of the

settlement, including, without limitations, all local, state and federal claims for unpaid overtime wages, unpaid wages, penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, as well as any other relief under federal, state, or local laws. In order to receive an Individual Gross Settlement Payment, a Qualified Claimant who worked for Defendant as a NEE during the Relevant Settlement Period must properly and timely execute a Consent to Join and Release Form containing this release of claims and any additional language necessary to effectuate a complete release of all wage and hour claims under applicable state laws. The claims released in this provision shall be referred to herein as the "Released Claims." It is the intention of the Settling Parties that this Agreement shall constitute a full and complete settlement and release by Named Plaintiff and Qualified Claimants of all Released Claims as defined herein against all Released Parties. By operation of this Agreement, Named Plaintiff and Qualified Claimants hereby irrevocably and unconditionally forever and fully release and covenant not to sue or otherwise pursue Released Claims against any of the Released Parties.

B. General Release of Known and Unknown Claims by Named Plaintiff. In addition to the claims released as set forth in paragraph IV.A, above, in exchange for his General Release Payment, Named Plaintiff by his signature on this Agreement will release and forever discharge Box, Inc., together with its parents, subsidiaries, divisions, predecessor and successor corporations, business entities, related entities, and all of their current and former officers ("General Releasees"), from any and all claims, whether in law or in equity, which Named Plaintiff asserted or could assert, whether known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever. Named Plaintiff further releases all current and former employees of the foregoing General Releasees as to any claim arising from his employment with any of them. This general release of claims includes, but is not limited to, claims under the Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Fair Labor Standards Act ("FLSA"), the Family and Medical Leave Act of 1993 (the "FMLA"), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, any other federal, state, or local laws concerning workplace rights or obligations or payment of wages, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract, equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised in the Litigation with respect to any event, matter, claim, damage or injury arising out of Named Plaintiff's employment with Defendant, the termination of such employment, any application for employment with Defendant, and/or eligibility for employment with Defendant, and/or with respect to any other claim, matter, or event arising prior to execution of this Agreement. Named Plaintiff affirms that he has not filed any charges, complaints, lawsuits, claims, or actions to pursue any Released Claims against any of the Released Parties, other than the Litigation. In the event there is any such charge, complaint, lawsuit, claim, or action, Named Plaintiff agrees to execute such papers or documents as may be necessary to have it withdrawn and dismissed with prejudice.

C. Preservation of Claims. Notwithstanding the aforementioned releases, Named Plaintiff and Qualified Claimants do not release or waive: (i) claims arising under the Age Discrimination in Employment Act; (ii) any claim that they could make for unemployment

compensation or workers' compensation benefits; (iii) their right to file an administrative charge with the National Labor Relations Board, Equal Employment Opportunity Commission, or similar federal or state agency (although they do waive their right to receive any monetary damages or other relief not explicitly provided for herein as a result of any such charge, to the extent the charge pertains to a Released Claim); or (iv) any rights or claims that may arise after the Effective Date.

V. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiff:

Gregg I. Shavitz
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Tel: (561) 447-8888
gshavitz@shavitzlaw.com

Counsel for Defendant:

Timothy Anderson
Littler Mendelson P.C.
Key Tower
127 Public Square, Suite 1600
Cleveland, OH 44114
Tel: (216) 623-6118
tanderson@littler.com

VI. REPRESENTATION BY COUNSEL AND LIMITATION ON PUBLIC STATEMENTS

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Except to the limited extent necessary to secure approval of the settlement, Named Plaintiff and Plaintiffs' Counsel agree not to disclose, publicize, or make public statements about this settlement or any of its terms.

VII. NO ADMISSION OF LIABILITY OR APPROPRIATENESS OF CLASS TREATMENT

By entering into this Agreement, Defendant admits no liability of any kind, Defendant expressly denies any liability or wrongdoing, and Defendant expressly denies that collective certification is appropriate apart from this settlement agreement. Defendant enters into this Agreement to avoid further litigation expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of the Litigation is disputed by Defendant. The Settling Parties further agree that this Agreement does not constitute

a determination or admission that any group of similarly situated employees exists to maintain a collective action under the FLSA, and in the event that this Agreement or a subsequent settlement in the Litigation by the Settling Parties is not approved by the Court, the Settling Parties agree that they will return to the status quo ante and that Defendant may argue that collective treatment is not proper under the FLSA. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability (or the certifiability of any class, collective, or other representative group) in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

VIII. MODIFICATION OF AGREEMENT

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Court with respect to material modifications or amendments.

IX. EXTENSION OF TIME

The Settling Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice to the Court.

X. CONSTRUCTION AND INTERPRETATION

A. Entire Agreement. This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties. The tolling agreement entered into between the Settling Parties shall terminate on the Effective Date. This Agreement has been drafted jointly and is not to be construed against any party.

B. No Reliance on Representations or Extrinsic Evidence. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

C. Controlling Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with federal law and the laws of the State of Florida, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Circuit Court in and for Broward County, Florida.

D. No Assignment. Plaintiffs' Counsel and the Named Plaintiff 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 the Litigation, or any related action.

E. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release in paragraph IV, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

XI. COUNTERPARTS

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

XII. CAPTIONS

The captions or headings of the paragraphs in this Agreement are inserted for convenience or reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

XIII. ATTORNEYS' FEES, COSTS AND EXPENSES

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

XIV. AUTHORITY OF COUNSEL

A. Facsimile, Electronic, and E-Mail Signatures. Any Settling Party may execute this Agreement by signing or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature, or e-mail.

B. Voluntary Signature. All Settling Parties agree that they have signed this Agreement knowingly, voluntarily, with full knowledge of its significance, and without coercion.

C. Warranty of Counsel. Plaintiffs' Counsel warrant and represent that they are expressly authorized by the Named Plaintiff to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Counsel for Defendant warrant

and represent that they are authorized to take all appropriate action required or permitted to be taken by Defendant pursuant to this Agreement in order to effectuate its terms.

XV. CONTINUING JURISDICTION

The Settling Parties hereto agree to move for the Circuit Court in and for Broward County, Florida, to retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement.

XVI. EFFECT OF NON-APPROVAL

In the event that the Agreement is not approved by the Court for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Court and resubmit a revised settlement agreement for approval. If the Court denies the approval of a renegotiated settlement agreement, Named Plaintiff shall dismiss the Litigation without prejudice and may re-file the case, with all statutes of limitations for the claims asserted in the pending complaint tolled for a period of thirty (30) days from the date of filing the first Approval Motion.

Dated: Sep 12, 2025

Box, Inc.:

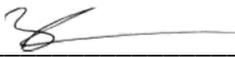
David Leeb
box SIGN Z13R2W4L-1V5Y697W

By: David Leeb

Title: Chief Legal Officer

Dated: September 15, 2025

Littler Mendelson P.C., Counsel for Defendant:

By: 

Title: Attorney

Dated: _____

Colin Christopher:

Dated: _____

Shavitz Law Group, P.A., Counsel for Named Plaintiff:

By: _____

Title: _____

and represent that they are authorized to take all appropriate action required or permitted to be taken by Defendant pursuant to this Agreement in order to effectuate its terms.

XV. CONTINUING JURISDICTION

The Settling Parties hereto agree to move for the Circuit Court in and for Broward County, Florida, to retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement.

XVI. EFFECT OF NON-APPROVAL

In the event that the Agreement is not approved by the Court for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Court and resubmit a revised settlement agreement for approval. If the Court denies the approval of a renegotiated settlement agreement, Named Plaintiff shall dismiss the Litigation without prejudice and may re-file the case, with all statutes of limitations for the claims asserted in the pending complaint tolled for a period of thirty (30) days from the date of filing the first Approval Motion.

Dated: _____

Box, Inc.:

By: _____

Title: _____

Dated: _____

Littler Mendelson P.C., Counsel for Defendant:

By: _____

Title: _____

Dated: 09/08/2025

Colin Christopher:



Dated: 10/14/2025

Shavitz Law Group, P.A., Counsel for Named Plaintiff:

By: 

Title: Attorney

EXHIBIT "A"

NOTICE OF SETTLEMENT AND OPPORTUNITY TO PARTICIPATE IN SETTLEMENT OF LAWSUIT WITH BOX, INC. OUTBOUND BUSINESS REPRESENTATIVES

This Notice is authorized by the Circuit Court in the 17th Judicial Circuit in and for Broward County. This is not a solicitation from a lawyer.

- A settlement has been entered to resolve a collective action lawsuit that has been filed by former Box employee Colin Christopher (“Named Plaintiff”) under the Fair Labor Standards Act (“FLSA”) on behalf of current or former Outbound Business Representatives (however titled) (“OBRs”) employed by Box, Inc. (“Box”) in the United States at any time during the period of from April 1, 2019 to May 15, 2025 in New York or New Jersey, April 1, 2021 to May 15, 2025 in California, or from April 1, 2022 to May 15, 2025 anywhere else in the United States of America. The lawsuit alleges that Box failed to properly pay all OBRs for all hours worked and failed to properly include the value of Restricted Stock Units in calculating the regular rate of pay. Box denies the allegations and maintains that it complied with all applicable wage and hour laws at all times and properly calculated the regular rate of pay and paid all OBRs for all hours worked. The parties agree that there is a good faith dispute as to whether Box properly paid OBRs for all hours worked and whether Box properly calculated the regular rate of pay.
- The case is titled *Christopher v. Box, Inc.*, Case No. [REDACTED], filed in the 17th Judicial Circuit Court in Broward County, Florida (“the Litigation”).
- This Notice describes important terms of the Settlement Agreement and Release of Claims (“Settlement”). Box does not believe that it did anything wrong, and Box contends that it paid all employees correctly. The Court has not made any ruling on the merits of the Named Plaintiff’s claims or Box’s defenses and no party has prevailed in the lawsuit. However, Box has entered into this settlement to avoid litigation costs and business disruptions.
- You may participate in the Settlement by fully completing and submitting the enclosed Consent to Join Settlement as a Plaintiff, Release, and Claim Form by [60 days from mailing].
- If you participate in the Settlement, you will receive an estimated settlement payment of \$[REDACTED], which is based on the number of applicable weeks you were employed as an OBR for Box during the Relevant Settlement Period, which is described above. In exchange, you will be releasing Box and all related entities and individuals from all wage and hour and related claims.
- Half of your estimated settlement payment will be subject to deductions for payroll taxes and other legally required withholdings. The other half of your estimated settlement payment will be treated as non-wage income without withholdings, but it will be reported to the IRS on form 1099. Please consult a tax advisor or accountant with any questions about your tax obligations regarding the settlement payment. Neither the Named Plaintiff’s attorneys, the Named Plaintiff,

Box, or Box’s attorneys make any representations concerning the tax consequences of the settlement payment.

What are my options?

SEND IN THE CLAIM FORM AND RELEASE.	Receive a settlement payment in exchange for giving up or “releasing” certain claims. By fully completing and timely submitting the Consent to Join Settlement as a Plaintiff, Release, and Claim Form, you will receive your estimated settlement payment, and you will release all unpaid wage claims against Box. You may obtain a copy of the Settlement Agreement by contacting the Settlement Claims Administrator.
DO NOTHING.	You do not give up any rights; however, you will not receive a settlement payment. If you do nothing and do not send back your Consent to Join Settlement as a Plaintiff, Release, and Claim Form, you will not receive any settlement payment and will not release any claims. However, the statute of limitations will continue to run on any claims you may have.

How do I participate in this action and receive a settlement payment?

You must fully complete and return the Consent to Join Settlement as a Plaintiff, Release, and Claim Form to the Settlement Claims Administrator by [date]. The Settlement Claims Administrator’s contact information is:

Box, Inc. Settlement Claims Administrator c/o [Settlement Administrator Name]
[Settlement Administrator Street Address, City, State, Zip Code]
[Settlement Administrator Telephone Number]
[Settlement Administrator Facsimile Number]
[Settlement Administrator E-mail Address]
[www.xxxxxxxxxx.com]

You can also submit a claim form online by visiting the website above, or you may return the Claim Form by mail to the above address in the enclosed pre-paid envelope or send it by e-mail or facsimile.

If the address to which this Notice was sent is no longer your address, you should immediately advise the Settlement Claims Administrator, at the address listed above and on the Claim Form.

Who are the attorneys who represent the Named Plaintiff?

The Shavitz Law Group, P.A. represents the Named Plaintiff and have negotiated the settlement terms. As part of the Settlement, subject to Court approval, the law firm will be paid one-third of the Settlement to compensate them for their attorneys’ fees, plus their out-of-pocket costs and

expenses for litigating and settling the Lawsuit. You will not have to pay the attorneys any of their fees, costs or expenses out-of-pocket.

Information about the firm is available at <https://www.shavitzlaw.com>, or by e-mail at info@shavitzlaw.com, or by phone at 800-616-4000.

Can I get more information about the Settlement?

If you would like more information about the Settlement, you may contact the Settlement Claims Administrator, [NAME], at [phone number/email address/street address] or Plaintiff's Counsel, Shavitz Law Group, at info@shavitzlaw.com or 800-616-4000.

Street Address

City

State

Zip Code

Email Address: _____

Home phone: _____ Cell phone: _____

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Claims Administrator of your new address to ensure processing of your claim. It is your responsibility to keep a current address on file with the Settlement Claims Administrator. Please contact the Settlement Claims Administrator at the address, phone number or e-mail address listed above.

EXHIBIT "B"

NOTICE OF SETTLEMENT AND OPPORTUNITY TO PARTICIPATE IN SETTLEMENT OF LAWSUIT WITH BOX, INC. NON-EXEMPT EMPLOYEES

This Notice is authorized by the Circuit Court in the 17th Judicial Circuit in and for Broward County. This is not a solicitation from a lawyer.

- A settlement has been entered to resolve a collective action lawsuit that has been filed by former Box employee Colin Christopher (“Named Plaintiff”) under the Fair Labor Standards Act (“FLSA”) on behalf of current or former hourly paid non-exempt employees (however titled) employed by Box, Inc. (“Box”) in the United States at any time during the period of from April 1, 2019 to May 15, 2025 in New York or New Jersey, April 1, 2021 to May 15, 2025 in California, or from April 1, 2022 to May 15, 2025 anywhere else in the United States of America. The lawsuit alleges that Box failed to properly include the value of Restricted Stock Units in the regular rate of pay when making overtime payments to non-exempt employees. Box denies the allegations and maintains that it complied with all applicable wage and hour laws at all times and, *inter alia*, properly paid its non-exempt employees for all overtime worked at the correct rate. The parties agree that there is a good faith dispute as to whether Box properly calculated the regular rate of pay.
- The case is titled *Christopher v. Box, Inc.*, Case No. [REDACTED], filed in the 17th Judicial Circuit Court in Broward County, Florida (“the Litigation”).
- This Notice describes important terms of the Settlement Agreement and Release of Claims (“Settlement”). Box does not believe that it did anything wrong, and Box contends that it paid all employees correctly. The Court has not made any ruling on the merits of the Named Plaintiff’s claims or Box’s defenses and no party has prevailed in the lawsuit. However, Box has entered into this settlement to avoid litigation costs and business disruptions.
- You may participate in the Settlement by fully completing and submitting the enclosed Consent to Join Settlement as a Plaintiff, Release, and Claim Form by [60 days from mailing].
- If you participate in the Settlement, you will receive an estimated settlement payment of \$ [REDACTED], which is based on the number of applicable weeks you were employed as a non-exempt employee for Box during the Relevant Settlement Period, which is described above. In exchange, you will be releasing Box and all related entities and individuals from all claims related to the failure to include Restricted Stock Unit awards in your regular rate of pay.
- Half of your estimated settlement payment will be subject to deductions for payroll taxes and other legally required withholdings. The other half of your estimated settlement payment will be treated as non-wage income without withholdings, but it will be reported to the IRS on form 1099. Please consult a tax advisor or accountant with any questions about your tax obligations regarding the settlement payment. Neither the Named Plaintiff’s attorneys, the Named Plaintiff,

Box, or Box’s attorneys make any representations concerning the tax consequences of the settlement payment.

What are my options?

<p>SEND IN THE CLAIM FORM AND RELEASE.</p>	<p>Receive a settlement payment in exchange for giving up or “releasing” certain claims.</p> <p>By fully completing and timely submitting the Consent to Join Settlement as a Plaintiff, Release, and Claim Form, you will receive your estimated settlement payment, and you will release all unpaid wage claims against Box related to the failure to include the value of Restricted Stock Units in the regular rate of pay calculation. You may obtain a copy of the Settlement Agreement by contacting the Settlement Claims Administrator.</p>
<p>DO NOTHING.</p>	<p>You do not give up any rights; however, you will not receive a settlement payment.</p> <p>If you do nothing and do not send back your Consent to Join Settlement as a Plaintiff, Release, and Claim Form, you will not receive any settlement payment and will not release any claims. However, the statute of limitations will continue to run on any claims you may have.</p>

How do I participate in this action and receive a settlement payment?

You must fully complete and return the Consent to Join Settlement as a Plaintiff, Release, and Claim Form to the Settlement Claims Administrator by [date]. The Settlement Claims Administrator’s contact information is:

Box, Inc. Settlement Claims Administrator c/o [Settlement Administrator Name]
 [Settlement Administrator Street Address, City, State, Zip Code]
 [Settlement Administrator Telephone Number]
 [Settlement Administrator Facsimile Number]
 [Settlement Administrator E-mail Address]
 [www.xxxxxxxxxxx.com]

You can also submit a claim form online by visiting the website above, or you may return the Claim Form by mail to the above address in the enclosed pre-paid envelope or send it by e-mail or facsimile.

If the address to which this Notice was sent is no longer your address, you should immediately advise the Settlement Claims Administrator, at the address listed above and on the Claim Form.

Who are the attorneys who represent the Named Plaintiff?

The Shavitz Law Group, P.A. represents the Named Plaintiff and have negotiated the settlement terms. As part of the Settlement, subject to Court approval, the law firm will be paid one-third of

the Settlement to compensate them for their attorneys' fees, plus their out-of-pocket costs and expenses for litigating and settling the Lawsuit. You will not have to pay the attorneys any of their fees, costs or expenses out-of-pocket.

Information about the firm is available at <https://www.shavitzlaw.com>, or by e-mail at info@shavitzlaw.com, or by phone at 800-616-4000.

Can I get more information about the Settlement?

If you would like more information about the Settlement, you may contact the Settlement Claims Administrator, [NAME], at [phone number/email address/street address] or Plaintiff's Counsel, Shavitz Law Group, at info@shavitzlaw.com or 800-616-4000.

City

State

Zip Code

Email Address: _____

Home phone: _____ Cell phone: _____

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Claims Administrator of your new address to ensure processing of your claim. It is your responsibility to keep a current address on file with the Settlement Claims Administrator. Please contact the Settlement Claims Administrator at the address, phone number or e-mail address listed above.

EXHIBIT "C"

Box, Inc. Settlement Claims Administrator

c/o XXX
P.O. Box XXX
[City], [State] [Zip]

Forwarding Service Requested

[insert name and address of class member]

REMINDER REGARDING THE BOX, INC. SETTLEMENT

Christopher v. Box, Inc., Case No. [REDACTED] (Fla. 17th Jud. Cir.)

You should have received a Notice explaining that you are eligible to participate in a settlement for certain current and former Outbound Business Representatives and other Non-exempt classified employees (however titled) employed by Box, Inc.

Our records show that you have not submitted a Claim Form. If you would like to participate in the settlement and receive a settlement check, you must complete a Claim Form and submit it online, by mail, or e-mail by [date] to:

[Claims Administrator]
Claims Administrator
P.O. Box XXX
[City], [State] [Zip]
Facsimile: (XXX) XXX-XXX
E-mail: XXX@XXX.com
URL: www.xxxxxxxxx.com

If you have any questions, you can contact the Claims Administrator, or the Plaintiffs' Counsel, Shavitz Law Group, P.A. by phone (800-616-4000); e-mail info@shavitzlaw.com; or through our website: www.shavitzlaw.com. Thank you.

EXHIBIT "D"

Box, Inc. Settlement Claims Administrator

c/o XXX
P.O. Box XXX
[City], [State] [Zip]

Forwarding Service Requested

[insert name and address of class member]

REMINDER REGARDING THE BOX, INC. OVERTIME SETTLEMENT

Christopher v. Box, Inc., Case No. [REDACTED] (Fla. 17th Jud. Cir.)

On [date], you were mailed a settlement check in the above-referenced case. Our records indicate that your check has not been cashed or deposited.

If you did not receive or no longer have the settlement check, you should contact you should contact the Settlement Administrator at [INSERT ADMINISTRATOR INFORMATION].

Settlement checks that are not cashed or deposited on or before [date] will be null and void.