

SETTLEMENT AND RELEASE

This Settlement and Release (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Paul Piccolo (hereinafter “Plaintiff” or “Piccolo”) on behalf of himself, the State of California, and all allegedly aggrieved employees, on the one hand, and Defendant GoJump Oceanside, LLC (hereinafter “Defendant” or “GoJump”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

I NATURE OF ACTION

1. On January 17, 2020, Plaintiff filed his putative class action complaint against Defendant in the Superior Court of California – County of San Diego (*Case No. 37-2020-00003052-CU-OE-CTL*) which was assigned to the Hon. Timothy Taylor (Dept. C-72), alleging multiple causes of action under the California Labor Code and the California Business and Professions Code (§ 17200). On January 17, 2020, Plaintiff electronically submitted a new Private Attorneys General Act (“PAGA”) Claim Notice via the California Labor Workforce Development Agency (“LWDA”) online portal and notified Defendant GoJump Oceanside, LLC, via certified return-receipt mail, of the alleged claims. On September 3, 2020, the parties participated in a private mediation before Kristin Rizzo, Esq., which did not result in a resolution of this matter. Thereafter, after exhausting his administrative requirements under the PAGA and after receiving leave to amend, on September 14, 2020, Plaintiff filed his First Amended Complaint, adding a cause of action under the PAGA, for himself and all other allegedly aggrieved employees which was defined as “*all skydiving instructors and/or similarly titled job positions in the State of California that were improperly classified by GoJump as “independent contractors” at any time since January 17, 2019.*” On or about November 10, 2020, Judge Taylor transferred this matter to the North County Branch and ultimately was assigned to Judge Cynthia A. Freeland (Dept. N-27) on November 16, 2020 and given the new case number of: *37-2020-00003052-CU-OE-NC*. On or about December 11, 2020, after receiving leave to amend, Plaintiff filed a Second Amended Complaint (“SAC”), adding additional claims to the action. On March 5, 2021, after the Parties fully briefed Defendant’s Motion to Compel Arbitration, the Court ordered: **(i)** the Parties to arbitrate Plaintiff’s

individual claims; **(ii)** dismissal of the putative class action claims *with prejudice*; and **(iii)** *stayed* the PAGA cause of action pending the outcome of the arbitration.

2. This Settlement relates only to the PAGA cause of action asserted by Plaintiff in the Lawsuit. There has been no determination on the merits of Plaintiff's individual or PAGA Claims.

3. The Parties wish to avoid the expense of further proceedings and any future prosecution of Plaintiff's PAGA cause of action, as alleged in the Lawsuit.

II REPRESENTATIONS AND DEFINITIONS

4. "Attorneys' Costs" means legal costs incurred by PAGA Counsel in connection with this Lawsuit and approved by the Court, which shall be paid from the Gross Settlement Payment and shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

5. Counsel for Defendant ("Defense Counsel") shall refer to Michael R. Weinstein, Scott H. Toothacre, and Elyssa K. Kulas of Ferris & Britton, APC.

6. "Cover Letter" means the document that will accompany the "Individual Settlement Payment" checks to "PAGA Members" which shall explain the settlement and the basis for the Individual Settlement Payment.

7. "Covered Period" shall mean the period commencing on January 17, 2019 *through* February 25, 2022.

8. "Court" refers to the Superior Court of California – County of San Diego (Dept. N-27), the Hon. Cynthia A. Freeland, presiding.

9. "Covered Claims" means any and all claims, demands, rights, liabilities and/or causes of action for PAGA penalties asserted in the Lawsuit.

10. "Effective Date" shall mean the first court date after both of the following have occurred: (i) final approval of this settlement is entered by the Court, and (ii) judgment approving this settlement becomes Final.

11. "Final" shall mean the latest of: (i) if there are no objections to the Settlement, the date approval of the Settlement is granted by the San Diego County Superior Court or other

court assuming jurisdiction of this matter, and the Lawsuit is dismissed with prejudice; (ii) if there are objections to the Settlement and if there is an appeal of the Court's approval order, the date the approval order is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court; (iii) if there are objections to the Settlement and if a petition for review is filed, the date of denial of the petition for review, or the date the approval order is affirmed pursuant to such petition; or (iv) if there are objections to the Settlement and if no appeal is filed, the day following the expiration date for filing or noticing any appeal of the approval order.

12. "Gross Settlement Payment" means the agreed upon settlement amount totaling Sixty Thousand Dollars (\$60,000.00) to be paid by Defendant in full settlement of Released Claims asserted in the Lawsuit, which includes any PAGA Penalty Payment, the Net Settlement Fund, Settlement Administrator Costs, Attorneys' Costs, and employer-side taxes due on any portion of the Individual Settlement Payments, if any.

13. "Individual Settlement Payment" means the total amount paid from the Net Settlement Fund to each PAGA Member, which shall be calculated as described in Paragraph 41 of this Settlement.

14. "Lawsuit" refers to the civil action filed in the Superior Court of the State of California for the County of San Diego, entitled: Paul Piccolo v. GoJump Oceanside, LLC, a California corporation, also *dba* GoJump America, and DOES 1 through 50, inclusive, Defendant (*Case No. 37-2020-00003052-CU-OE-NC*).

15. "LWDA" means the State of California Labor and Workforce Development Agency.

16. "Net Settlement Payment" means the Gross Settlement Payment, less PAGA Payment to the LWDA, Settlement Administrator Costs, and Attorneys' Costs. To the extent the Court does not approve the requested amounts of PAGA Penalty Payment, Attorneys' Costs, or Settlement Administrator Costs, the Net Settlement Fund will adjust accordingly.

17. "PAGA" refers to the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

18. “PAGA Counsel” shall refer to Alexander I. Dychter of Dychter Law Offices, APC and Walter L. Haines of United Employees Law Group, PC.

19. “PAGA Plaintiff” shall refer to the named Plaintiff, Mr. Paul Piccolo.

20. “PAGA Members” shall refer to *all skydiving instructors and video flyers and/or similarly titled job positions in the State of California who worked for Defendant or GoJump Santa Cruz, LLC, as either an employee or an independent contractor, or both, at any time during the Covered Period*, which Defendant represents to include approximately 120 individuals.

21. “PAGA Member Information” means information regarding PAGA Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel Spreadsheet, or any other format reasonably requested by the Settlement Administrator, and shall include: the full name of each of individual; their last known home mailing addresses; their social security numbers; and the amount of gross wages and income each PAGA Member was paid during the Covered Period.

22. “PAGA Penalty Payment” shall mean the approximate amount of Forty-Nine Thousand Seven Hundred Dollars (\$49,700.00) to be paid to settle any and all Covered Claims for which penalties are sought under the PAGA and any applicable interest for such penalties.

23. “PAGA Payment to LWDA” shall mean seventy-five percent (75%) of the PAGA Penalty Payment, totaling Thirty-Seven Thousand Two Hundred Seventy-Five Dollars (\$37,275.00), that shall be paid to the LWDA pursuant to PAGA.

24. “PAGA Payment Rate” will be calculated by dividing the Net Settlement Fund by the gross wages and income paid to all PAGA Members by Defendant and/or GoJump Santa Cruz, LLC, during the Covered Period.

25. “QSF” shall mean the Qualified Settlement Fund established by the Settlement Administrator for the benefit of the PAGA Members from which all payments under this Settlement shall be paid.

26. “Released Claims” shall have the meaning set forth in Section IV of this Settlement.

27. “Settlement” shall mean this Settlement and Release.

28. “Settlement Administrator” shall mean the third-party company jointly selected by the Parties and approved by the Court to be responsible for administering and effectuating the Settlement. The Parties selected Atticus Administration, LLC to be the Settlement Administrator. The Parties may, at a later date, select a different administrator, subject to the approval by the Court.

29. “Settlement Administrator Costs” shall mean the fees and expenses reasonably and necessarily incurred by the Settlement Administrator as a result of performing the settlement administration procedures and functions expressly required in this Settlement and shall include all costs of administering the Settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all Individual Settlement Payments and other correspondence to PAGA Members; all costs and fees associated with computing, processing, reviewing, and paying the Individual Settlement Payments, and resolving disputed claims; all costs and fees associated with calculating tax withholdings and payroll taxes and making related payment to federal and state tax authorities and issuing tax forms relating to payments made under the Settlement (*if applicable*); all fees and costs associated with any other payments to be made out of or into the QSF; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering disbursements from the QSF; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement, which shall not exceed Three Thousand Dollars (\$3,000.00) and shall be paid from the Gross Settlement Payment. The Settlement Administrator has provided an administration quote in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00).

30. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, including but not limited to the Covered Claims. Defendant contends, among other things, that they have complied at all times with the California Labor

Code, the related California Industrial Welfare Commission (“IWC”) Wage Orders, and all other state and federal wage and hour laws and that the Lawsuit is without merit. Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted against them in the Lawsuit.

31. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence or wrongdoing on the part of Defendant. Nothing herein shall constitute an admission by Defendant that the Lawsuit was properly brought against Defendant. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of either Defendant or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal.

32. The Parties recognize that, absent this Settlement, the issues presented in the Lawsuit are likely to be resolved only with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

33. Plaintiff and PAGA Counsel have diligently pursued an investigation of the claims against Defendant. The Parties have conducted discovery and exchanged detailed information and data concerning the claims, defenses, and alleged damages at issue as it related to the PAGA Members and PAGA Plaintiff. Defendant provided extensive documents and detailed information to PAGA Counsel to review and analyze, including payment records, payroll history, timekeeping history records for PAGA Members, employee handbooks and policies, information on Defendant’s method for calculating wages, overtime, and business expense reimbursements.

34. Based on their own independent investigations and evaluations, Plaintiff and PAGA Counsel are of the opinion that the resolution for the consideration and on the terms set forth in this Settlement is fair, reasonable and adequate and is in the best interests of all Parties.

35. The purpose of this Settlement is to settle and compromise all Covered Claims by Plaintiff that Plaintiff, on behalf of himself, the State of California, the California LWDA and all other allegedly aggrieved skydiving instructors and/or similarly titled job positions in the State of California that were classified by Defendant as “independent contractors” at any time during the Covered Period, against Defendant and the Releasees (as defined in Section IV, below).

III TERMS OF SETTLEMENT

36. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff and Defendant agree to fully and finally settle and compromise the Covered Claims, subject to the terms and conditions set forth in this Settlement.

37. The Amount of Settlement. As consideration for the settlement described herein and the release contained in this Settlement, the Parties have agreed that the Gross Settlement Payment, a total of \$60,000.00 shall be paid by Defendant. Defendant will not be obligated to make any payments contemplated by this Settlement unless and until the Effective Date of the Settlement.

38. Attorneys’ Costs. Pursuant to Labor Code § 2699(g)(1), the Parties agree that PAGA Counsel are entitled to seek an award of Attorneys’ Costs not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), subject to approval by the Court, which will be paid from the Gross Settlement Payment.

39. Net Settlement Amount. The Net Settlement Amount shall be determined by the Settlement Administrator by subtracting the PAGA Payment to the LWDA, Attorneys’ Costs, and Settlement Administrator Costs from the Gross Settlement Payment. The anticipated Net Settlement Amount is Twelve Thousand Four Hundred Twenty-Five Dollars (\$12,425.00). The Parties estimate the Net Settlement Amount as follows:

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Gross Settlement Payment:	\$60,000.00
Attorneys' Costs:	\$7,500.00
Settlement Administrator Costs:	\$2,800.00
<u>PAGA Payment to LWDA:</u>	<u>\$37,275.00</u>
Net Settlement Amount:	\$12,425.00

40. The PAGA Payment to LWDA shall be paid directly to the LWDA by the Settlement Administrator. The Parties agree to cooperate to secure any necessary approvals from the LWDA. If the LWDA does not approve the PAGA allocation and requires more funds be allocated and/or paid to the state of California for full and complete release of the PAGA claims asserted, then any such additional monies will be paid from and/or out of the Gross Settlement Payment. Defendant will not be required to add or contribute any additional monies to the Gross Settlement Payment if the LWDA demands or requires more money for full and complete PAGA claim release. Additionally, the Settlement Administrator will be responsible for disbursing the PAGA-related payments, both to the LWDA and the PAGA Members. The PAGA Payment to the LWDA will be paid by the Settlement Administrator no later than 10 calendar days after the Defendant funds the Gross Settlement Payment.

41. Individual Settlement Payment to PAGA Members. Individual Settlement Payments will be paid from the Net Settlement Fund directly to the approximately 120 PAGA Members by the court-approved settlement administration company, including Plaintiff's share, based upon the formula as set forth below. The Individual Settlement Payments to the PAGA Members shall be accompanied by a written Cover Letter, in a form agreed upon by Counsel for Plaintiff and Defendant and approved by the Court, providing a brief description of the resolution and the reasons the funds are being distributed and the basis for the calculated settlement payment. Such mailing to PAGA Members shall be conclusive evidence of payment and shall satisfy any and all due process requirements.

a. The Individual Settlement Payments to PAGA Members will be based on a pro-rata share of income and gross wages paid to each PAGA Settlement Member during the Covered Period. The Individual Settlement Payment will be calculated by multiplying the PAGA Payment Rate by the gross wages and income paid by Defendant or Go Jump Santa

Cruz, LLC to each particular PAGA Member in the Covered Period. Defendant's records shall be determinative for purposes of calculating the gross wages and income paid to PAGA Members and any Individual Settlement Payments to PAGA Members.

42. Settlement Administrator.

a. The Parties agree to utilize as Settlement Administrator Atticus Administration, LLC ("Atticus") for settlement administration purposes, the Settlement Administrator Costs which shall not exceed Three Thousand Dollars (\$3,000.00), subject to approval by the Court, and which will be paid from the Gross Settlement Payment. Counsel has received a quote for settlement administration in the amount of Two Thousand Eight Hundred Dollars (\$2,800.00). If the actual cost of claims administration is less than the amount approved by the Court, those funds shall be allocated to the Net Settlement Fund to be distributed as Individual Settlement Payments to the PAGA Members. The Settlement Administrator's actions shall be governed by the terms of this Settlement.

b. The Settlement Administrator shall be responsible for the following: processing and mailing payments to PAGA Members and the LWDA; printing and mailing the Cover Letter, check, and tax forms (*if applicable*) to the PAGA Members as directed by the Court; providing declaration(s) as necessary pursuant to this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall also assist with and/or facilitate the payment of any employer-side taxes required, *if any*, as a result of the Settlement. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

c. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with the PAGA Member Information. For each PAGA Member included on the spreadsheet, the Settlement Administrator shall calculate the Individual Settlement Payments due to each PAGA Member and shall issue checks payable to said PAGA Member. Settlement Administrator shall use the PAGA Member Information solely for the purpose of giving the PAGA Members notice of the right to a share of the funds. PAGA Member Information shall be kept confidential by Settlement Administrator

and will not be disclosed to anyone other than as required to report to applicable taxing authorities or as required to carry out the reasonable efforts to identify PAGA Members' Information, pursuant to Defendant's express written authorization, or by order of the Court.

d. The Settlement Administrator shall: (1) open and administer a settlement account (the "QSF") in such a manner as to qualify and maintain the qualification of the QSF as a "qualified settlement fund" pursuant to Section 468B of the Internal Revenue Code and Treasury Regulations section 1.468B-1 for purposes of distributing these amounts; (2) satisfy all federal, state, and local income and tax reporting, returns, and filing requirements for the QSF; (3) calculate, withhold, remit and report to appropriate taxing and other governmental authorities (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare and any state or local employment taxes), all amounts to be deducted or paid on account of the Individual Settlement Amounts, including the subject employee's share of wage deductions, as more specifically described below (*if applicable*); (4) indemnify Defendant for any penalties arising out of any error or incorrect calculation and/or interest (*if applicable*) with respect to any late deposit of the same, mistakes or inaccuracies in such tasks, and against any intentional misuse or breach of confidentiality for PAGA Members' Social Security numbers, telephone numbers, addresses or other private information; (5) perform all other tasks necessary to administer the Settlement; (6) satisfy out of the QSF all fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement. The estimated cost to administer the Settlement shall not exceed Three-Thousand Dollars (\$3,000.00) and is presently calculated to be Two Thousand Eight Hundred Dollars (\$2,800.00). The aforementioned taxes, fees, expenses, and costs shall be treated as and included in the cost of administering the QSF and as Settlement Administrator Costs. The Parties and the Settlement Administrator shall treat the QSF as coming into existence as a "qualified settlement fund" within the regulatory meaning set forth above on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one

another to the extent reasonably necessary to carry out the provisions of this section of the Stipulation. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Superior Court for a final and binding determination, not subject to further review or appeal of any kind.

e. Within ten (10) calendar days of receiving the PAGA Member Information and Gross Settlement Payment from Defendant, the Settlement Administrator shall mail the Cover Letter and Individual Settlement Payment via regular First-Class U.S. Mail. The Settlement Administrator shall use the address information available for PAGA Members from Defendant's records and shall then conduct a National Change of Address ("NCOA") search to update any addresses prior to the initial mailing. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each PAGA Member.

f. In the event that the Settlement Administrator mails a check to a PAGA Member that remains uncashed after 180 days, the aggregated unclaimed funds shall be sent directly by the Settlement Administrator to the designated *cy pres* of the "San Diego County Bar Foundation," www.sdcbf.org, a 501(c)(3) IRS tax-exempt entity, granting funds to organizations providing legal services to the underserved and impoverished population in San Diego County. In the event the Court does not approve of "San Diego County Bar Foundation" as the designated *cy pres*, the parties agree to mutually select a different *cy pres* that meets with the Court's approval.

g. Within sixty (60) calendar days of Defendant funding the Gross Settlement Payment, the Settlement Administrator shall provide PAGA Counsel and Defense Counsel with a declaration under oath to verify the mailings of Individual Settlement Payments and notice.

43. PAGA Plaintiff Enhancement Award. The Parties agree that PAGA Plaintiff is not entitled to a representative or PAGA service award, and PAGA Plaintiff nor Plaintiffs' counsel shall seek or request such award from the Court.

44. No Effect on Employee Benefits. Amounts paid to PAGA Plaintiff or other PAGA Members pursuant to this Settlement shall be deemed NOT to be pensionable earnings

and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of PAGA Members.

45. Dismissal of Entire Action with Prejudice. PAGA Plaintiff understands that, as a result of the Settlement, the Lawsuit shall be dismissed with prejudice against Defendant, and PAGA Plaintiff has no right to pursue claims against Defendant or any of the Releasees in any other forum. PAGA Plaintiff and PAGA Counsel shall cause requests for dismissal with prejudice of all Covered Claims asserted against Defendant to be filed within five (5) days of the Court entering the approval order of this Settlement. No party shall be deemed the prevailing party in the Lawsuit.

46. Tax Treatment of Settlement Amounts. Form IRS 1099s shall be issued by Settlement Administrator to the PAGA Members for the settlement payments, as deemed necessary by Settlement Administrator and the applicable IRS regulations. Nothing in this Settlement is intended to constitute legal advice regarding federal, state and/or local tax obligations. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any Federal or California tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Each individual who receives an Individual Settlement Payment from this Settlement will be responsible for payment of any taxes owing on said amount if so required. Neither Defendant, GoJump Santa Cruz, LLC, Defendant's counsel nor PAGA Counsel are responsible for any tax obligations regarding the allocation of the settlement payments.

47. Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Payment. Defendant shall not be required to contribute any additional monies above the Gross Settlement Payment under any circumstances whatsoever. Under no circumstances will Defendant be required to pay more than the Gross Settlement Payment to obtain the relief provided in this Agreement or to fully and finally settle and resolve the Lawsuit. Notwithstanding the above, in the event that this Agreement is canceled, rescinded, terminated, voided, or nullified, in whole or in part, however that may occur, or the Settlement is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent

jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Payment to anyone under the terms of this Agreement.

IV RELEASE

48. Release by Plaintiff. Upon the Effective Date of this Settlement, Plaintiff, the LWDA, and all PAGA Members shall, for the Covered Period, fully release and forever discharge Defendant, GoJump Santa Cruz, LLC, and its respective past, present, and future officers, directors, owners, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, related entities, predecessors, successors, assigns, including and any individual or entity that could be jointly liable with, or vicariously liable, for Defendant (the foregoing are collectively referred to herein as the “Releasees”) from the Covered Claims and from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted in the Lawsuit or could have been asserted in the Lawsuit based on the allegations in the operative Complaint, pursuant to Labor Code section 2699, *et seq.*

V COURT APPROVAL

49. The Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action. The Settlement is contingent upon the approval by the Court of this Settlement, either via Joint Stipulation, or via a noticed Motion (if deemed necessary by the Court.) PAGA Counsel shall file a Joint Stipulation to approve the PAGA Settlement and/or a noticed Motion to approve the PAGA Settlement (if deemed necessary by the Court). At the same time that PAGA Counsel files and serves the Joint Stipulation to approve the PAGA Settlement and/or a noticed Motion in this regard, he shall also submit this Settlement Agreement to the LWDA in accordance with Labor Code section 2699(l)(2). PAGA Counsel shall submit to the LWDA a copy of the judgment in the Lawsuit and a copy of any other order providing for or denying an award of civil penalties within ten (10) business days after entry of such judgment or order, in compliance with Labor Code section 2699(l)(3).

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50. This Settlement and any and all releases contained herein shall be void if the Court declines to approve the Settlement.

VI PAYMENT OF THE SETTLEMENT

51. Ten (10) business days after the Effective Date, Defendant shall wire transfer the Gross Settlement Payment (*i.e.*, \$60,000.00) to the Settlement Administrator, which is the amount necessary to fund the QSF. Settlement Administrator shall thereafter distribute the Gross Settlement Payment in accordance with the terms of this Agreement, no later than ten (10) business days after receipt of the Gross Settlement Payment and PAGA Member Information.

VII DUTIES OF THE PARTIES PRIOR TO APPROVAL

52. Promptly upon execution of this Settlement, Plaintiff shall file a Joint Stipulation to approve the PAGA Settlement and/or a noticed Motion to approve the PAGA Settlement (if deemed necessary by the Court). Plaintiff shall provide a draft of the Joint Stipulation and/or noticed Motion to counsel for Defendant at least two (2) business days prior to filing, for purposes of receiving any feedback or comments. Defendant shall sign any necessary Stipulation to effectuate the approval of this PAGA Settlement. Should the Court require a noticed Motion to be filed, provided that the noticed motion is consistent with the terms of this Settlement Agreement, the motion will be unopposed and Defendant shall file a notice of non-opposition within two (2) court days of Plaintiff's settlement motion being filed.

53. Neither Plaintiff nor Defendant, nor their respective counsel, will directly or indirectly solicit or otherwise encourage any PAGA Member to object to the Settlement or appeal from the Judgment.

VIII PARTIES' AUTHORITY

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

IX MUTUAL FULL COOPERATION

55. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents, and to take such other action(s) as may reasonably be necessary to implement the terms of this Settlement. The

Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement, and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Agreement, PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the approval of this Settlement from the Court.

X NO PRIOR ASSIGNMENTS

56. The Parties hereto represent, covenant and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

XI NO ADMISSION

57. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Releasees of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendant or the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

XII ATTORNEYS' FEES, COSTS AND EXPENSES

58. Except as specifically set forth herein, each of the Parties shall bear its/his/his own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/his/it/them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Settlement.

XIII CONSTRUCTION

59. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, extensive arm's-length negotiations between the Parties and were achieved only after a mediation session with Kristin Rizzo, Esq. and continued direct negotiations

between PAGA Counsel and Counsel for Defendant. This Agreement supersedes all prior agreements, written or oral, between or among the Parties. No other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XIV CAPTIONS AND INTERPRETATIONS

60. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XV MODIFICATION

61. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVI MISCELLANEOUS

62. This Settlement, along with the concurrently signed Stipulation, contains the entire agreement between the Parties relating to the Settlement of the Covered Claims, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

63. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

64. This Settlement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (as PDF files) or by facsimile.

65. The Parties agree that upon approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction of this action over all Parties to interpret and enforce the terms, conditions and obligations set

forth in this Settlement. The Parties agree that if any provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable, which the Parties shall cooperate to effectuate. The Parties intend for this Agreement to be enforceable pursuant to Code of Civil Procedure Section 664.6.

**I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE
TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT
VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

Dated: Mar 29, 2022

Paul Piccolo (Mar 29, 2022 02:47 PDT)

Paul Piccolo

Dated: _____

GoJump Oceanside, LLC, a California Limited
Liability Company

By: Michael Vetter, Manager

APPROVED AS TO FORM AND CONTENT ONLY:

DYCHTER LAW OFFICES, APC

Dated: 3/28/2022

Alexander I. Dychter

Alexander I. Dychter, Esq.
Co-Counsel for Plaintiff

UNITED EMPLOYEES LAW GROUP, PC

Dated: March 28, 2022

Walter L. Haines

Walter L. Haines, Esq.
Co-Counsel for Plaintiff

FERRIS & BRITTON, APC

Dated: _____

Elyssa K. Kulas
Elyssa K. Kulas, Esq.
Counsel for Defendant

forth in this Settlement. The Parties agree that if any provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable, which the Parties shall cooperate to effectuate. The Parties intend for this Agreement to be enforceable pursuant to Code of Civil Procedure Section 664.6.

**I HAVE READ THE FOREGOING AGREEMENT. I ACCEPT AND AGREE
TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT
VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

Dated: _____

Paul Piccolo

3/31/2022
Dated: _____

DocuSigned by:
Michael Vetter
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GoJump Oceanside, LLC, a California Limited
Liability Company

By: Michael Vetter, Manager

APPROVED AS TO FORM AND CONTENT ONLY:

DYCHTER LAW OFFICES, APC

Dated: _____

Alexander I. Dychter, Esq.
Co-Counsel for Plaintiff

UNITED EMPLOYEES LAW GROUP, PC

Dated: _____

Walter L. Haines, Esq.
Co-Counsel for Plaintiff

FERRIS & BRITTON, APC

Dated: April 1, 2022

Elyssa K. Kulas
Elyssa K. Kulas, Esq.
Counsel for Defendant