

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Shari Riley (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendants Primitive Company (“Primitive”), Jubal Jones, Mitch Bhatia, and Paul Rodriguez, Jr. (collectively “Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Preston H. Lim of Lim Law Group, P.C. and Lloyd J. Lee of The Law Offices of Lloyd Lee (“Class Counsel”). Defendants are represented by Nicole Kamm and Hannah Sweiss of Fisher & Phillips, LLP.

Plaintiff filed a Class Action Complaint (“Complaint”) against Defendants on February 25, 2020 in Los Angeles County Superior Court, Case No. 20STCV07175 (“Lawsuit”), which alleges causes of action for: (1) violation of labor code section 226.7 and 512; (2) violation of labor code sections 510 and 1194; (3) violation of labor code section 203; (4) violation of labor code section 226; (5) violation of labor code section 2802; and (6) business and professions code section 17200 *et seq.* Plaintiff filed a First Amended Class Action Complaint (“FAC”) on or around April 30, 2020, adding an additional cause of action under the Private Attorneys General Act (“PAGA”) for penalties based on alleged labor code violations (the Complaint and FAC are collectively referred to herein as the “Lawsuit”).

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Lawsuit.

1. Certification for Settlement Purposes. For the purposes of this Settlement Agreement only, the Parties stipulate to certification of the following Settlement Class:

Settlement Class - All current and former non-exempt or hourly paid employees of Primitive that have worked for Primitive in the State of California at any time from February 25, 2016 through the date of Preliminary Approval by the Court (“Settlement Class” or “Settlement Class Members”).

PAGA Group Members – All current and former non-exempt or hourly paid employees of Primitive that have worked for Primitive in the State of California at any time from February 3, 2019 through the of Preliminary Approval by the Court (“PAGA Group Members”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or Federal Rule of Civil Procedure Rule 23.

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect

in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. Releases.

- A. **Releases by Settlement Class Members.** Upon the date the Court enters an order granting final approval of the Settlement and Defendants funding the Gross Settlement Amount, and the employer's share of payroll taxes Plaintiff and every member of the Settlement Class (except those who opt out, as described below) who do not submit a valid and timely Request for Exclusion to exclude themselves from the Settlement will fully release and discharge Defendants, and all of their past and present owners, officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties") for all claims, demands, rights, liabilities and causes of action that were pled or could have been pled in any of the Complaints in the Lawsuit based on the factual allegations therein, that arose during the Class Period with respect to the following claims: (a) failure to pay meal and rest period compensation (Cal. Lab. Code §§ 226.7, 512); (b) failure to pay compensation for all hours worked, minimum wage violations, and overtime (Cal. Lab. Code §§ 216, 510, 1194, 1194.2, 1197); (c) waiting time penalties (Cal. Lab. Code § 203); (d) failure to provide accurate itemized statements (Cal. Lab. Code § 226, IWC Wage Order); (e) failure to reimburse business expenses (Cal. Lab. Code §2802); (f) all claims arising out of unfair business practices under Business & Professions Code § 17200, *et seq.* that could have been premised on the facts, claims, causes of action or legal theories described above; and (g) all claims under California's Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims"). For members of the Settlement Class who do not validly opt out, the release period shall run from February 25, 2016, through the date of Preliminary Approval by the Court ("Class Period").
- B. **Releases by PAGA Group Members.** Upon the date the Court enters an order granting final approval of the Settlement and Defendants funding the Gross Settlement Amount, Plaintiff and every member of the PAGA Group, including the State of California, will fully release and discharge the Released Parties from any and all claims for civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*] based on the labor code violations alleged and that are based upon or arise from the factual allegations in Plaintiff's notice(s) sent to the LWDA and alleged in the operative Complaint, including all attorneys' fees and costs related thereto ("Released PAGA Claims").
- C. **Plaintiff's Release of Unknown Claims.** In light of her Class Representative Enhancement Payment, Plaintiff, Shari Riley, has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown,

under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Primitive agrees to pay a common fund of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) (the "Maximum Settlement Amount") in full and complete settlement of this matter, as follows:
- A. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) days after the date the Court enters an order granting final approval of the settlement or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review; ("the Final Effective Date").
 - B. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments to the Settlement Class;
 - (2) All fees and expenses of the Settlement Administrator associated with the administration of the settlement, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff's Enhancement Payment, subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Lawsuit, and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;
 - (4) Up to one-third (33.3%) of the Maximum Settlement Amount in attorneys' fees, which is currently estimated to be Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Zero Cents (\$33,300.00), plus up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in verified costs and expenses related to

the Lawsuit as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding; and

- (5) Ten Thousand Dollars and Zero (\$10,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be payable to the Settlement Class as the "PAGA Amount."C. Defendants' share of payroll taxes shall be paid by Primitive separately from, and in addition to, the Maximum Settlement Amount.

4. **Settlement Award Procedures.** Settlement Class Members are not required to submit a claim form to receive their Individual Settlement Award. Individual Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for the Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment. The remaining amount shall be known as the "Net Settlement Fund."
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Award.

Settlement Awards shall be based on the following formula:

- i. **Waiting Time Amount:** Ten percent (10%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each participating Settlement Class Member who separated their employment from Primitive at any time from February 25, 2016, through the date of Preliminary Approval by the Court, shall receive an equal, pro-rata share of the Waiting Time Amount.
- ii. **PAGA Amount:** Each participating Settlement Class Member who was employed by Primitive at any time from February 3, 2019, through the date of Preliminary Approval by the Court, shall receive a portion of the Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Net Settlement Fund that has been designated as the "PAGA Amount" proportionate to the number of pay periods that he or she worked during the period from February 3, 2019, through the date of Preliminary Approval by the Court.

- iii. The remainder of the Net Settlement Fund shall be distributed to each participating Settlement Class Member based on their proportionate share of Eligible Workweeks (defined below) during the Class Period, by multiplying the remaining Net Settlement Fund by a fraction, the numerator of which is the participating Settlement Class Member's Eligible Workweeks during the Class Period, and the denominator of which is the total Eligible Workweeks of all participating Settlement Class Members during the Class Period.

An "Eligible Workweek" shall be any workweek in which the Class Member worked at least one day during the workweek based on Primitive's records.

- C. Within fifteen (15) days following the funding of the Maximum Settlement Amount with the Settlement Administrator by Primitive, the Settlement Administrator will calculate Individual Settlement Award amounts and will prepare and mail Individual Settlement Awards to participating Settlement Class Members.
- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, twenty percent (20%) of each Individual Settlement Award shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each Individual Settlement Award shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Settlement Class Member who receives an Individual Settlement Award must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Settlement Class Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and shall be transferred to the California's Secretary of State Controller's Office – Unclaimed Property Fund under the unclaimed property laws in the name of the Class Member.
- F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by her or its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Defendants will not object to a request for a total award of attorneys' fees to Class Counsel of one-third (33.3%) of the Maximum Settlement Amount, which is currently estimated to be Thirty-Three Thousand Three Hundred Dollars and Zero Cents (\$33,300.00) plus up to Ten Thousand Dollars and Zero Cents

(\$10,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court.

6. **Plaintiff's Enhancement Payment.** Defendants will not object to a request for a Class Representative Enhancement Payment for Plaintiff of Five Thousand Dollars and Zero Cents (\$5,000.00) in exchange for the general release of her claims, her time and risks in prosecuting this case, and her service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Award as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Payment to the Plaintiff is for her services in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancements constitute wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Enhancement paid under this Settlement Agreement. In addition, Plaintiff shall hold Defendants, Released Parties and Class Counsel harmless and indemnify Defendants, Released Parties and Class Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendants by reason of any claims relating to the non-withholding of taxes from the Enhancement.

7. **Settlement Administrator.** Defendants will not object to the appointment of Phoenix Settlement Administrators. as Settlement Administrator nor to Class Counsel seeking Court approval to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Maximum Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Award amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Section 4(E). The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all Settlement Class Members.

8. **Preliminary Approval.** Plaintiff shall apply to the Court for the entry of an Order:
- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Preston H. Lim of Lim Law Group, P.C. and Lloyd J. Lee of The Law Offices of Lloyd Lee as Class Counsel;

- C. Appointing Shari Riley as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice Procedures.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Primitive will provide the Settlement Administrator with a class list including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the total workweeks worked by each member of the Settlement Class during the Class Period (to the extent all such information is available).
- B. Within ten (10) days from receipt of the class list information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- D. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining

the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion, challenge or objection.

- E. **Opt-Out/Request for Exclusion Procedures.** Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Request for Exclusion Form must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form fails to comply with items (1)-(3), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion Form not containing a Class Member’s telephone number will be deemed valid. The date of the postmark on the Request for Exclusion Form, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their of the PAGA Amount) or have any right to object, intervene, appeal or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion Form is automatically deemed a participating Settlement Class Member.
 - ii. Settlement Class Members who do not submit a valid and timely Request for Exclusion to exclude themselves from the Settlement. Upon the date the Court enters an order granting final approval of the Settlement and Defendant funding the Gross Settlement Amount, and the employer’s share of payroll taxes, all Class Members who do not timely submit a valid Request for Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged Defendants from all Released Claims. The Released Claims will cover all Class Members who do not exclude themselves.
- F. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel as well as filing them with the Court). Defendants’ counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless

filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) Objections must be postmarked on or before the Response Deadline.

- G. **Challenges to Individual Settlement Award Calculations.** Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Workweeks during the Class Period, the number of Workweeks worked during the PAGA period, and whether the Settlement Class Member's employment ended during the period of February 25, 2016, through the date of Preliminary Approval by the Court. Settlement Class Members will have the opportunity, should they disagree with Primitive's records regarding the number of Eligible Workweeks stated in their Notice Packet and/or whether their employment ended between February 25, 2016, through the date of Preliminary Approval by the Court, to challenge the data provided. In order to challenge Primitive's data, the Settlement Class Member must provide documentation and/or an explanation demonstrating that Primitive's data is incorrect and evidencing the correct number of Eligible Workweeks that the Settlement Class Member believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.
- H. **Dispute Resolution.** The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's Individual Settlement Awards, the allocation of W-2 wages, and the number of Eligible Workweeks. Where the information submitted by Primitive from its records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for and amount of any Settlement Award. Such determination shall be binding upon the Settlement Class Member and the Parties.

10. **Final Approval Process.** Following preliminary approval and the close of Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Payment, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, that they have any liability to anyone under the claims asserted in the Lawsuit, and that but for this settlement a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **No Publicity.** Plaintiff and her counsel agree that they have not and will not publish the settlement in any form of media, including, but not limited to all forms of social media, and that the settlement shall remain fully confidential until preliminary approval. In response to any inquiries, Plaintiff will state that "the case was resolved, and it was resolved confidentially." Plaintiff's counsel shall not report the settlement in any medium or in any publication, including, but not limited to all forms of social media, shall not post or report anything regarding the claims of Plaintiff or the class or the settlement on their website, and shall not contact any reporters or media regarding the settlement. However, Plaintiff's counsel is authorized to make disclosures to the Court and the LWDA for the purposes of obtaining the approval of the settlement. This disclosure is limited to court filings and neither Plaintiff nor her counsel or representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, Plaintiff's counsel may include the settlement (and/or a summary of the settlement) in future declarations filed in support of Plaintiff's counsel's experience and/or adequacy to represent PAGA aggrieved employees or class members.

13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendants:

Nicole Kamm
Hannah Sweiss
FISHER & PHILLIPS, LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071
hsweiss@fisherphillips.com

if to Plaintiff:

Preston H. Lim, Esq.
LIM LAW GROUP, P.C.
1504 W. Artesia Square, Suite B
Gardena, CA 90248
phl@limlawgroup.com

Lloyd J. Lee, Esq.
LAW OFFICES OF LLOYD LEE
25050 Ave Kearny., Suite 107-A
Valencia, CA 91355
lloyd@pro-esq.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

DATED: 11/02/21

Primitive Company

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By: Jubal Jones
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CO-CEO
Its: _____

DATED: 11/02/21

Jubal Jones

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By: Jubal Jones
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DATED: 11/02/21

Mitch Bhatia

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By: Mitch Bhatia
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DATED: 11/02/21

Paul Padmanabhan, Jr.

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By: Paul Padmanabhan, Jr.
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DATED:

Shari Riley

By: _____
Plaintiff and Settlement Class Representative

EXECUTION BY PARTIES AND COUNSEL

DATED: Primitive Company

By: _____

Its: _____

DATED: Jubal Jones

By: _____

DATED: Mitch Bhatia

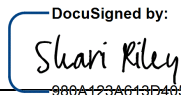
By: _____

DATED: Paul Rodriguez, Jr.

By: _____

DATED: 11/1/2021

Shari Riley

By:  _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 11/02/21

FISHER & PHILLIPS LLP

By: 

Hannah Sweiss
Attorneys for Defendants

DATED:

LIM LAW GROUP, P.C.

By: _____
Preston H. Lim
Attorneys for Plaintiff

DATED:

LAW OFFICES OF LLOYD LEE

By: _____
Lloyd J. Lee
Attorneys for Plaintiff

APPROVED AS TO FORM:

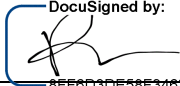
DATED:

FISHER & PHILLIPS LLP

By: _____
Hannah Sweiss
Attorneys for Defendants

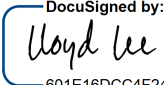
DATED: 11/1/2021

LIM LAW GROUP, P.C.

By:  _____
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Preston H. Lim
Attorneys for Plaintiff

DATED: 11/1/2021

LAW OFFICES OF LLOYD LEE

By:  _____
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Lloyd J. Lee
Attorneys for Plaintiff