

POTTER HANDY LLP

Mark D. Potter (SBN 166317)

mark@potterhandy.com

James M. Treglio (SBN 228077)

jimt@potterhandy.com

100 Pine St., Ste 1250

San Francisco, CA 94111

Phone: (858) 375-7385

Fax: (888) 422-5191

Attorneys for Plaintiff Jenny Hines, in her capacity as Private Attorney General Representative

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNY HINES, an individual, on behalf of the
State of California, as a private attorney general,
and on behalf of all aggrieved employees,

Plaintiff,

v.

FIELD AGENT, INC., a Delaware corporation;
and DOES 1 to 100, inclusive

Defendants.

) Case No: **20STCV24579**

)

) **EXHIBIT TO THE DECLARATION OF**
) **JAMES M. TREGLIO, ESQ., IN SUPPORT**
) **OF PLAINTIFF'S MOTION TO APPROVE**
) **PAGA SETTLEMENT**

)

) Hearing:

) Date: November 28, 2023

) Time: 8:30 a.m.

) Dept.: 14

) Hon. Kenneth R. Freeman

)

)

)

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement and Release (“Settlement Agreement”) is made and entered into between Plaintiff Jenny Hines (“Plaintiff”), acting on behalf of herself and in a private attorneys general capacity on behalf of the State of California and the “Allegedly Aggrieved Employees” (defined below), and Defendant Field Agent, Inc. (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the following PAGA action: *Jenny Hines v. Field Agent, Inc.* Los Angeles County Superior Court Case No. 20STCV24579, filed June 26, 2020, based on Plaintiff’s LWDA notice letter filed March 10, 2020, alleging violations of California Labor Code § 2699, et seq. for violations of California Labor Code §§ 201, 202, 203, 204, 210, 222, 223, 226(a) and (e), 226.2, 226.3, 226.7, 226.8, 401-410, 432.7, 510, 512, 558, 1024.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2802, and Industrial Welfare Commission Wage Orders No. 1-2001, 4-2001, and 9-2001.

2. “Allegedly Aggrieved Employees” mean all Field Agent registered “Agents” who personally performed at least one shopping, market research related, or any other task posted on the Field Agent application during the PAGA Period. The “PAGA Period” means the period beginning on March 10, 2019 through the date the Court preliminarily approves this Settlement.

3. “Court” means the Superior Court of California, County of Los Angeles.

4. “Defendant” means Field Agent, Inc.

5. “Defendant’s Counsel” means the law firm of Call & Jensen.

6. “Effective Date” means (i) if no appeal from the Final Order and Judgment is filed, sixty-one (61) calendar days after entry of the Final Order and Judgment, or (ii) if an appeal is filed, upon the final dismissal of the appeal, writ, or other appellate proceeding opposing this Settlement. It is the Parties’ intent that the Settlement shall not become effective until the Final Order and Judgment has become completely final, and there is no timely recourse by an appellant or intervenor who seeks to contest the Settlement.

7. “Final Order and Judgment” means the final formal order signed by the Court approving the terms of this Settlement.

8. “Individual PAGA Payment” means the amount to be paid to each of the Allegedly Aggrieved Employees out of 25% of the PAGA Payment. Such individual shares are to be apportioned and based solely on the total number of shopping/market research related tasks each Allegedly Aggrieved Employee was paid for during the PAGA Period. These shares will be calculated by the Settlement Administrator based on the data Defendant submits to the Settlement Administrator thirty (30) calendar days following the Effective Date. If the thirtieth

day falls on a Saturday, Sunday, or holiday, the corresponding deadline will be the following business day.

9. “LWDA” means the California Labor & Workforce Development Agency.

10. “Gross Settlement Amount” means the total sum of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), which comprises: (i) Settlement Administration Expenses, (ii) Attorneys’ Fees, (iii) Attorneys’ Expenses, and (iv) the PAGA Payment. The Gross Settlement Amount shall be the total amount paid by Defendant in connection with this matter. The Gross Settlement Amount cannot be increased for any reason. No portion of the Gross Settlement Amount shall revert to, or be retained by, Defendant.

11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

12. “PAGA Payment” means the total amount remaining in the Gross Settlement Amount after payment of: (i) Settlement Administration Expenses, (ii) Attorneys’ Fees, and (iii) Attorneys’ Expenses. Of the PAGA Payment, 75% shall go to the LWDA and 25% to the Allegedly Aggrieved Employees. The Allegedly Aggrieved Employees will be issued a form 1099 for their Individual PAGA Payments, which shall be treated 100% as penalties for tax purposes.

13. “Parties” means Plaintiff Jenny Hines (“Plaintiff”) acting on behalf of herself as well as in a private attorney general capacity on behalf of the State of California, and Defendant Field Agent, Inc. (“Defendant”).

14. “Plaintiff’s Counsel” and “PAGA Counsel” mean Mark D. Potter, Esq. and James M. Treglio, Esq. of POTTER HANDY, LLP.

15. “Released Parties” means Field Agent Inc. and any of their present and former parent companies, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, insurers, re-insurers, assigns, consultants, subcontractors, and their employee benefit plans, and the trustees, fiduciaries, and administrators of those plans, and any of their respective current or former stockholders, owners, officers, directors, partners, servants, agents, employees, independent contractors, representatives, attorneys, and all persons acting under, by, through, or in concert with any of them, and each of them.

16. “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Settlement Agreement, and the terms, conditions, and requirements set forth herein.

17. “Settlement Administrator” means Simpluris.

II. RECITALS

18. On March 10, 2020, Plaintiff served her PAGA notification to the LWDA.

19. On June 26, 2020, Plaintiff filed the Action, asserting a single cause of action under PAGA.

20. On April 14, 2022, the Parties filed a Joint Stipulation to continue Post-Mediation Status Conference and Vacate Current Trial Date.

21. Thereafter, the Parties agreed to mediate Plaintiff's claims.

22. The Parties engaged in an investigation and discussions in an effort to resolve the Action. Defendant provided Plaintiff's Counsel with documents and data points related to their PAGA claims pursuant to the mediation privilege.

23. Defendant denies all of the allegations made by Plaintiff in the Action and denies that it is liable or owes damages or other compensation or remedies to anyone with respect to the Action.

24. The Parties engaged in a virtual mediation session presided over by a third-party mediator, Steven J. Rottman, Esq. on August 9, 2022.

25. The mediation concluded without a settlement, but the Action settled subsequently after all sides agreed to a Mediator's proposal which was memorialized in the form of a Memorandum of Understanding ("MOU"). Without admitting or conceding any liability or damages whatsoever, the Parties have agreed to fully and finally resolve the Action pursuant to the terms and conditions of this Settlement Agreement.

II. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

26. Non-Admission. Defendant contends that it has complied with all federal, state, and local laws that Plaintiff allege were violated. Defendant has denied, and continues to deny, each of the claims and contentions alleged in the Action. Defendant has asserted and continues to assert defenses to the Complaint, and has expressly denied and continues to deny any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendant, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

Nothing in this Settlement Agreement shall be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiff, the Allegedly Aggrieved Employees, or any other person, or entity, including the State of California. Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation of it, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Settlement Agreement, is intended

by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendant or any other Released Party.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or any of the Aggrieved Employees, in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

27. Qualified Stipulation to Representative Treatment. The Parties stipulate to representative treatment for purposes of settlement only. Defendant contends that the facts do not justify representative treatment and would contest that matter in the Action but for the Settlement Agreement. The trial Court has not ruled on manageability in the underlying litigation. This is not intended to be, and it should not be construed as, any admission of fact or law in this matter or any other matter that representative treatment is appropriate. If the Court does not grant approval of this Settlement, then the Parties revert to their previous positions and Defendant will not stipulate to representative treatment.

28. Timing of Payment. Defendant will fund the Gross Settlement Amount in a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator in three (3) installment payments. The first Settlement installment payment in the amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) shall be due one (1) month after the Effective Date. The second installment payment in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be due four (4) months after the Effective Date. The third and final installment payment in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be due nine (9) months after the Effective Date.

29. Distribution of Individual PAGA Payments. The Individual PAGA Payments are to be apportioned by the Settlement Administrator based on the number of shopping/market research related tasks each Allegedly Aggrieved Employee was paid for during the PAGA Period divided by the total number of shopping/market research related tasks all Allegedly Aggrieved Employees were paid for during the PAGA Period. The Settlement Administrator shall determine the Individual PAGA Payments to each of the Allegedly Aggrieved Employees based on the data provided to it by Defendant. Defendant shall have no additional obligations to search or review any records to determine the number of Allegedly Aggrieved Employees or total number of shopping/market research related tasks during the PAGA Period. No Allegedly Aggrieved Employee shall have the right to object to, or contest, the calculation of his/her/their Individual PAGA Payment.

30. Payments from the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross Settlement Amount, less Attorneys’ Fees, Attorneys’ Expenses, and Settlement Administration Expenses, all

as approved by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code section 2699. The PAGA Payment shall be distributed as follows:

- (1) 75% of the PAGA Payment being paid to the LWDA; and
- (2) 25% of the PAGA Payment being paid to the Allegedly Aggrieved Employees per Paragraph 29 of the Settlement Agreement.
- (3) The payments set forth in Paragraph 29 of this Settlement Agreement will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments to Allegedly Aggrieved Employees under this Settlement Agreement are for the settlement of contested claims for penalties. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any payments to Allegedly Aggrieved Employees under this Settlement Agreement. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Settlement Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable

b. and c. Attorneys' Fees and Attorneys' Expenses: Plaintiff's Counsel shall request that the Court approve an award of Attorney's Fees in an amount not to exceed Forty Thousand Five Hundred Dollars and Zero Cents (\$40,500.00) pursuant to Declarations by Plaintiff's Counsel in connection with the prosecution of this Action. In addition, Plaintiff's Counsel shall also request up to Five Thousand Dollars and Zero Cents (\$5,000.00) in Attorneys' Expenses. The Attorneys' Fees and Attorneys' Expenses requests shall be subject to the Court's review and approval. Defendant agrees that it will not oppose Plaintiff's request for Attorneys' Fees or Attorneys' Expenses in the amounts above. In the event that the Court approves a payment of less than Plaintiff's Counsel requests in Attorneys' Fees or Attorneys' Expenses, the unawarded difference will be added to the PAGA Payment. Payment of Attorneys' Fees and Attorneys' Expenses will be reported on IRS Form 1099 issued to Plaintiff's Counsel. Except as set forth in this Settlement Agreement, each Party shall bear their own costs and fees of this Action. The payment of Attorneys' Fees and Attorneys' Expenses shall be made by the Settlement Administrator to Plaintiff's Counsel. Approval of Attorneys' Fees and/or Attorneys' Expenses by the Court in an amount(s) less than the amount(s) requested is not a material term of this Settlement Agreement and the award of any Attorneys' Fees and/or Attorneys' Expenses at less than requested by Plaintiff's Counsel does not give rise to a basis to abrogate this Settlement Agreement. Plaintiff's Counsel will each provide Defendant with a completed W-9 form before the payment of any Attorneys' Fees and Attorneys' Expenses awarded by the Court is made to Plaintiff's Counsel.

d. Settlement Administration Expenses: The Settlement Administrator was selected by Plaintiff and was approved by Defendant. Subject to Court approval, Settlement Administration Expenses shall include the cost of the Settlement Administrator to administer the Settlement in the amount not to exceed \$28,500.00. If payment of less than \$28,500.00 is

approved, or if the actual cost to administer the Settlement is less than \$28,500.00, the difference will be added to the PAGA Payment. In the event that the Settlement Administrator incurs documented expenses in excess of \$28,500.00, the Settlement Administrator may request that the Court approve payment of those expenses from the Gross Settlement Amount. Approval of Settlement Administration Expenses by the Court in an amount less than the amounts requested is not a material term of this Settlement Agreement and the award of an amount less than requested does not give rise to a basis to abrogate this Settlement Agreement.

31. PAGA Released Claims. In her capacity as a private attorney general “aggrieved employee” acting on behalf of herself, the State of California, and the Allegedly Aggrieved Employees, and in consideration of the PAGA Payment, upon entry of the Judgment and Final Order and funding of the Gross Settlement Amount in full, Plaintiff and the Allegedly Aggrieved Employees will fully release and discharge Released Parties from all claims for civil penalties under PAGA, California Labor Code sections 2698, *et seq.*, that were alleged or reasonably could have been alleged in the Action, including without limitation, California Labor Code §§ 201, 202, 203, 204, 210, 222, 223, 226, 226.2, 226.3, 226.7, 226.8, 401-410, 432.7, 510, 512, 558, 1024.5, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and Industrial Welfare Commission Wage Order Nos. 1-2001, 4-2001, and 9-2001 and including all claims for civil penalties under PAGA related to alleged unpaid wages and overtime, meal periods and meal period premiums, rest periods and rest period premiums, wage statements, and business expense reimbursement, interest, attorneys’ fees, costs arising therefrom, that accrued during the PAGA Period.

32. Covenants and Representations by Plaintiff and Plaintiff’s Counsel.

a. Plaintiff represents and warrants that she has not assigned nor transferred nor purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. The Parties acknowledge that they have read this Settlement Agreement, that they fully understand their rights, privileges, and duties under the Settlement Agreement, and enter into this Settlement Agreement freely and voluntarily. The Parties further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

33. No Tax Advice or Liability. Except as otherwise stated within this Agreement, all payments from the Settlement Amount shall be characterized as payments subject to Form 1099 reporting. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement. The Parties do not intend anything contained in this Settlement Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Settlement Agreement be relied upon as such. Each recipient of a settlement payment shall be solely and legally responsible for paying all applicable taxes on their respective settlement payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

34. No Publicity. The Parties agree this Settlement is confidential, except for purposes of enforcement. Plaintiff and Plaintiff's Counsel shall not publicize the Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of the Settlement has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant or Released Parties from making any required disclosure.

35. Court Approval of the PAGA Payment. Plaintiff will prepare a Motion Requesting Approval of PAGA Settlement with the proposed Judgment ("Approval Motion") within sixty (60) days after complete execution of this Settlement Agreement unless otherwise agreed upon by the Parties, and will provide Defendant with at least three (3) business days to review this Approval Motion before it is filed. Plaintiff will be responsible for submitting the Parties' long-form Settlement Agreement and the Approval Motion to the LWDA consistent with PAGA. The Parties shall jointly agree on the filing date for the Approval Motion. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court pertaining to the approval and implementation of the settlement. Plaintiff shall be responsible for submitting a copy of the Court's judgment in any civil action filed pursuant to PAGA, and any other order in the Action that either provides for or denies an award of civil penalties under PAGA, to the LWDA within ten (10) business days after entry of the judgment or order.

36. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If, after a good faith attempt to address the Court's questions or comments, the Court does not make a final determination to approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) business days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement. Any change in the amount of Attorneys' Fees, Attorneys' Expenses, or Settlement Administration Costs shall not be material terms that allow either party to seek to void the Settlement Agreement.

III. ADMINISTRATION OF SETTLEMENT

37. After the execution of this Settlement Agreement, Plaintiff shall file the Approval Motion and will submit this Settlement Agreement to the LWDA consistent with Labor Code section 2699(1)(2).

38. Within thirty (30) days after the Effective Date, Defendant will provide the Settlement Administrator with a list of all Allegedly Aggrieved Employees including each Allegedly Aggrieved Employee's full name; last known address; Social Security number (if known); and the total number of shopping/market research related tasks each Allegedly Aggrieved Employee was paid for during the PAGA Period. Based upon this data, the Settlement Administrator will determine, and thereafter inform Defendant and Plaintiff of, the Individual PAGA Payments it will pay each of the Allegedly Aggrieved Employees. The contact information for Allegedly Aggrieved Employees provided by Defendant to the Settlement Administrator is considered by the Parties to be confidential information and will not be shared with Plaintiff or Plaintiff's Counsel.

39. Settlement Administrator will administer the Settlement and, subject to Court approval, shall be paid for Administration Costs, which are estimated to be no more than \$28,500.00.

40. The Settlement Administrator will report payment of the Individual PAGA Payments to all required taxing and other authorities, and issue Internal Revenue Service Forms 1099s. The Settlement Administrator will establish a QSF, pursuant to Section 468B(g) of the Internal Revenue Service, for the purposes of administering the Settlement.

41. Within fifteen (15) business days of deposit of the third and final installment payment, the Settlement Administrator will issue to each Allegedly Aggrieved Employee a check for his/her/their Individual PAGA Payment at his/her/their last known home address along with an explanatory letter, attached as Exhibit A. Checks will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, for those settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance, the Settlement Administrator shall escheat those checks to the State Controller's Office, Unclaimed Property Division, in the name of the Allegedly Aggrieved Employee.

42. Within fifteen (15) business days of the deposit of the third and final installment payment, the Settlement Administrator will pay the amount allocated to the LWDA, Attorneys' Fees, Attorneys' Expenses, and Administration Costs as approved by the Court from the Gross Settlement Amount.

43. The Settlement Administrator will provide an accounting, by means of a declaration under oath, to the parties of the amounts paid out. This declaration, which will also include the amount of un-cashed checks, and undeliverable funds, will be provided to the Court once the 180 days set forth in Paragraph 29 of this Settlement Agreement expires.

44. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

IV. MISCELLANEOUS PROVISIONS

45. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and

that neither Party shall be considered the “drafter” of this Settlement Agreement for purposes of having terms construed against that Party.

46. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Allegedly Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant’s sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant’s benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

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

48. Costs and Fees. The Parties shall each bear their own costs, attorneys’ fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff’s claims, except as otherwise set forth specifically herein.

49. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of the State of California (as a private attorney general under PAGA for the purposes of this Action) and all who might claim through them to bind them to the terms of this Settlement Agreement.

50. Governing Law. All terms and conditions of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

51. Complete Agreement. The Parties acknowledge and represent that upon full execution, except as otherwise stated herein, this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

52. Disputes. Any dispute between the parties as to the remaining terms of the Settlement Agreement may be presented to the mediator, Steven J. Rottman, for resolution. The

Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred.

53. Continued Jurisdiction. The Court shall retain continuing jurisdiction over the Action to ensure the continuing implementation of the provisions of the Settlement Agreement.

54. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement. The Parties agree the litigation will be stayed for all purposes upon signing, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending the hearing on the Approval Motion to be conducted by the Court.

55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

56. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

57. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

58. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

59. Binding Agreement. This Settlement Agreement shall be binding on the Parties upon signature from one of Plaintiff's Counsel listed below and the Plaintiff and upon signature by a representative of Defendants who have authority to bind Defendants to this Agreement and counsel for Defendants. This Settlement Agreement is binding only if executed by the above identified representatives of both Parties. Counterpart facsimile or emailed copies of the signature will have the same force and effect as an original signature. This is a binding Settlement Agreement (and can be filed with the Court by either Party and enforced by either Party) with any disputes between the Parties as to the terms of the Settlement Agreement to be

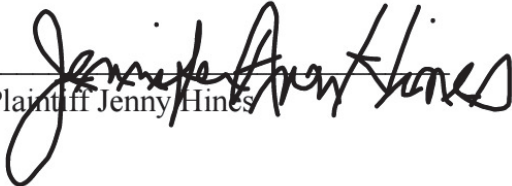
resolved by a magistrate judge, judge, or other person mutually agreed upon by the Parties and designated as such herein, with any gaps or missing terms to be resolved by that person if the Parties cannot agree, the resolution of which shall be final and binding on the Parties, subject to Court approval.

60. Waiver of Right to Appeal. Provided that the Final Order and Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff, Allegedly Aggrieved Employees, the State of California, and Defendant and the Released Parties, hereby waive any and all rights to appeal in connection with any issue in the Final Order and Judgment.

61. Judgment to Be Entered On The Action. Any Final Order or Judgment pursuant to this Settlement Agreement shall result in a dismissal with prejudice of the Action.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____



Plaintiff Jenny Hines

POTTER HANDY, LLP

Dated: _____

Mark D. Potter, Esq.
James M. Treglio, Esq.
Counsel for Plaintiff Jenny Hines

FIELD AGENT INC.

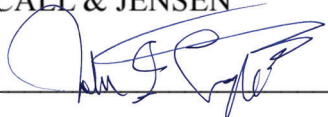
Dated: _____



By: Marc Yount
Title: President

CALL & JENSEN

Dated: January 3, 2023



John Thomas Egley, Esq.
Counsel for Defendant Field Agent Inc.