

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiff Jaqueline Guerrero Manzaneth and defendants Digital Currency Services, Inc. (“Digital Currency”) and Daniel Roberts (“Roberts”). The Agreement refers to Plaintiff and Defendants collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Jaqueline Guerrero Manzaneth v. Digital Currency Services, Inc.*, Case No. 20STCV19393, initiated on May 20, 2020, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Address Search” means the Administrator’s investigation and search for current mailing addresses for Settlement Class Members or PAGA Settlement Group Members using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Settlement Class Members or PAGA Settlement Group Members.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Administrator” means Xpand Legal Consulting LLC, the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.
- 1.5 “Class” means all current and former non-exempt employees of Digital Currency in California at any time during the Class Period.
- 1.6 “Class Counsel” means Matthew J. Matern, Launa Adolph, and Ellie D. Goralnick of Matern Law Group, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Settlement Class Member and PAGA Settlement Group Members identifying information in Defendants’ possession, including the Settlement Class Member’s and/or PAGA Settlement Group Member’s name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Settlement Group Member).
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Settlement Class Members in English and Spanish in the form,

without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.11 “Class Period” means the period from May 20, 2016 to March 14, 2024.
- 1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Class Workweek(s)” means the number of weeks in the Class Period during which a Settlement Class Member worked for Digital Currency in California for at least one day. Class Workweeks shall be calculated according to Digital Currency’s records.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendants” means named defendants Digital Currency Services, Inc. and Daniel Roberts.
- 1.17 “Defense Counsel” means Melissa T. Daugherty and Andrew J. Sokolowski of O’Hagan Meyer LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$800,000.00, which is the total amount Defendants agree to pay for any and all purposes in full and final Settlement of this matter. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Under no circumstances shall Defendants pay any sum above the Gross Settlement Amount under this Settlement, except that Defendants will additionally pay the employer-side payroll taxes on the Wage Portions of the Individual Class Payments.
- 1.22 “Individual Class Payment(s)” means a Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks the Participating Class Member worked during the Class Period.

- 1.23 “Individual PAGA Payment(s)” means a PAGA Settlement Group Member’s share of 25% of the PAGA Settlement Amount calculated according to the number of PAGA Pay Periods the PAGA Settlement Group Member worked during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor & Workforce Development Agency.
- 1.26 “LWDA Payment” means the 75% of the PAGA Settlement Amount paid to the LWDA.
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member(s)” means any Settlement Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Group” means all current and former non-exempt employees of Digital Currency in California at any time during the PAGA Period.
- 1.30 “PAGA Notice” means the notice dated March 9, 2020, filed on behalf of Jacqueline Guerrero Manzaneth with the LWDA against Digital Currency.
- 1.31 “PAGA Pay Period(s)” means the number of weeks in the PAGA Period during which a PAGA Settlement Group Member worked for Digital Currency in California for at least one day. PAGA Pay Periods shall be calculated according to Digital Currency’s records.
- 1.32 “PAGA Period” means from the period from February 18, 2019 to March 14, 2024.
- 1.33 “PAGA Settlement Amount” means the total amount (\$40,000.00) of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% to the PAGA Group (\$10,000.00) and 75% to the LWDA (\$30,000.00) in settlement of the PAGA claims.
- 1.34 “PAGA Settlement Group Member” means a member of the PAGA Group.
- 1.35 “Participating Class Member(s)” means a Settlement Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Jacqueline Guerrero Manzaneth, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.38 “Released Class Claims” means all claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the Complaint, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the Complaint during the Class Period, including: (i) all claims for unpaid wages, including unpaid minimum wages and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to timely pay wages upon separation; (iv) all claims for failure to timely pay wages during employment; (v) all claims for failure to reimburse necessary business expenses; and (vi) all claims for wage statement violations and failure to maintain accurate records. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers’ Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).
- 1.39 “Released PAGA Claims” means all claims asserted pursuant to California Labor Code section 2698, *et seq.*, that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the Complaint or PAGA Notice, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the Complaint or PAGA Notice during the PAGA Period, including all claims for PAGA penalties based on alleged (i) unpaid wages, including unpaid minimum wages and overtime wages; (ii) meal and rest break violations and for failure to pay meal and rest break premiums; (iii) failure to timely pay wages upon separation; (iv) failure to timely pay wages during employment; (v) failure to reimburse necessary business expenses; and (vi) wage statement violations and failure to maintain accurate records.
- 1.40 “Released Parties” means Daniel Roberts and Digital Currency Services, Inc. and its present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, and each of their respective present, past or future officers, directors, employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives.
- 1.41 “Request for Exclusion” means a Settlement Class Member’s submission of a written request to the Administrator to be excluded from the Class Settlement signed by the Settlement Class Member.
- 1.42 “Response Deadline” means 45 days after the Administrator mails the Class Notice to Settlement Class Members, and shall be the last date on which Settlement Class Members may: (a) fax, email, or mail his or her Request for Exclusion to the Administrator, (b) fax, email, or mail his or her Objection to the Settlement to the Administrator; or (c) fax, email, or mail his or her challenge to the workweek or pay period counts stated in the Class Notice. Settlement Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 10 calendar days beyond the 45 days otherwise provided.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On March 9, 2020, Plaintiff, former Digital Currency employee Jaqueline Guerrero Manzaneth, filed the PAGA Notice with the LWDA, alleging various wage-and-hour claims under California law.
- 2.2 On May 20, 2020, Plaintiff commenced this Action by filing a complaint in Los Angeles Superior Court (the “Complaint”). The Complaint alleges ten causes of action for: (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due upon separation; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain required records; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful business practices; and (10) penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA) (Lab. Code, § 2698 et. seq.).
- 2.3 On January 5, 2021, Digital Currency answered the Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.
- 2.4 On April 12, 2022, Plaintiff filed an Amendment to Complaint naming Roberts as Doe 1.
- 2.5 On July 16, 2021, Plaintiff and Digital Currency attended a mediation with the Honorable Jeffrey Winikow (Ret.), but were unable to reach an agreement to resolve the Action.
- 2.6 In connection with the July 16, 2021 mediation, Plaintiff requested and Digital Currency provided relevant wage and hour policy documents and a representative sampling of time and payroll records for the putative class members.
- 2.7 Following the mediation, Digital Currency provided Plaintiff financial documents, including several years of federal and state corporate tax returns, to allow Plaintiff to evaluate Digital Currency’s financial condition in an attempt to facilitate settlement. The Parties thereafter engaged in further settlement discussions, both directly and with the assistance of Judge Winikow.
- 2.8 The Parties engaged in formal discovery, including propounding and responding to written discovery, and taking the depositions of Plaintiff, Digital Currency’s Person Most Qualified, Elisa Zamora, and Plaintiff’s experts, Laura R. Steiner and Gabriel Anello.
- 2.9 Plaintiff filed a Motion for Class Certification on January 3, 2024.
- 2.10 In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in this Action and Defendants’ defenses to them. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendants believe the Action has no merit. Plaintiff submits that her investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th

1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.11 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of Plaintiff or Defendants.
- 2.12 The Parties, through their counsel, have engaged in arm’s-length negotiations concerning a resolution of the Action, Released Class Claims, and Released PAGA Claims.
- 2.13 It is the Parties’ intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described herein.
- 2.14 The Court has not granted class certification and the Parties have not fully briefed the issue of class certification. The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.
- 2.15 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending litigation asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendants promise to pay \$800,000.00 as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Section 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment of not more than \$20,000.00 to Plaintiff (in addition to any Individual Class Payments and Individual PAGA Payments Plaintiff is entitled to receive as a Participating Class Member and PAGA Settlement Group Member). Defendants will not oppose Plaintiff’s request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Representative Service Payment in an amount less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on his Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$266,666.67, and a Class Counsel Litigation Expenses Payment of not more than \$85,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (b) multiplying the result by each Participating Class Member's Class Workweeks.
- 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payments and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and PAGA Settlement Group Members. Subject to Court approval, the Parties agree that the amount of \$40,000.00 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and PAGA Settlement Group Members under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or \$30,000.00, will be paid to the LWDA (the LWDA Payment) and Twenty-Five Percent (25%), or \$10,000.00, will be paid to the PAGA Group (the Individual PAGA Payments).

3.2.5.1 Calculation of Individual PAGA Payments. The Administrator will calculate each PAGA Settlement Group Member's share of the 25% paid from the PAGA Settlement Amount based on the number of his or her PAGA Pay Periods provided by Defendants. The Administrator will calculate the aggregate total number of PAGA Pay Periods for all PAGA Settlement Group Members. The Administrator will divide the 25% share that is to be paid to the PAGA Group by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." To determine each PAGA Settlement Group Member's Individual PAGA Payment, the Administrator will multiply each individual PAGA Settlement Group Member's PAGA Pay Periods by the PAGA Pay Period Value.

3.2.5.2 Tax allocation of Individual PAGA Payments. Each PAGA Settlement Group Member will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and PAGA Settlement Group Members will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Section and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Settlement Class Members' and PAGA Settlement Group Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effectuate administration of the Settlement under this Agreement. Defendants will promptly notify Class Counsel if they discover that the Class Data omitted Settlement Class Member and/or PAGA Settlement Group Member identifying information and provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount (\$800,000.00) and the amounts necessary to pay Defendants'

share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator in nine (9) equal installment payments. Defendants shall transmit the first installment payment to the Administrator no later than 10 business days after the Effective Date. Each subsequent installment payment will be due at thirty (30) day intervals from the first installment payment until the Settlement is fully funded.

- 4.3 Payments from the Gross Settlement Amount. Within 10 business days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and PAGA Payments (including both the Individual PAGA Payments and the LWDA Payment).
- 4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and PAGA Settlement Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Settlement Group Members including Non-Participating Class Members who qualify as PAGA Settlement Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2 The Administrator must conduct an Address Search for all other Participating Class Members and PAGA Settlement Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and PAGA Settlement Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any Participating Class Member and/or PAGA Settlement Group Member whose original check was lost or misplaced, prior to the void date.
- 4.3.3 For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"

subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.3.4 The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Settlement Class Members and/or PAGA Settlement Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4 Discharge of Obligations. Defendants shall discharge their obligations to Plaintiff, Participating Class Members, and PAGA Settlement Group Members through the remittance of the Gross Settlement Amount to the Administrator as set forth in Section 4.2, above, regardless of whether checks representing Individual Class Payments and Individual PAGA Payments are actually received and/or negotiated by Plaintiff (or Class Counsel), Participating Class Members, and/or PAGA Settlement Group Members. Once Defendants have complied with their obligation set forth in Section 4.2 above, they will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to them and the Released Parties under this Agreement, and shall have no further obligations under the terms of the Agreement, except to cooperate in good faith with Class Counsel and/or the Administrator to resolve any issue that may arise with the administration of the Settlement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, PAGA Settlement Group Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and each of her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and all those who claim through each of them or who assert claims on their behalf, shall be deemed to have expressly released, waived and relinquished any and all claims, demands, rights, liabilities and causes of action Plaintiff has or has ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time, including but not limited to any claims arising from or related to Plaintiff's employment or termination of that employment. This general release by Plaintiff shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort and equity), and claims for compensation to the fullest extent permitted by law. Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Agreement.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that the general release herein includes potential claims and costs that may not be known or suspected by her to exist, and she hereby expressly and affirmatively waives and relinquishes any and all rights and benefits which she may otherwise have relating to the claims released in this Agreement pursuant to Civil Code section 1542, and any

similar law of any state or territory of the United States. Civil Code section 1542 states as follows:

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.

- 5.2 Releases by Participating Class Members. All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.
- 5.3 Releases by PAGA Settlement Group Members. All PAGA Settlement Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff and Class Counsel will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”), which Defendants shall not oppose.

- 6.1 Defendants’ Declaration in Support of Preliminary Approval. At least two (2) days prior to the deadline for Plaintiff to file her Motion for Preliminary Approval, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defendants and Defense Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff and Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice of motion, motion, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code section 2699, subd.(1)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Settlement Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from

Plaintiff confirming willingness and competency to serve, the timely transmission to the LWDA all of the necessary PAGA documents, and disclosing all facts relevant to any actual or potential conflicts of interest with Settlement Class Members, PAGA Settlement Group Members, and the Administrator; and (vi) a signed declaration from Class Counsel attesting to their competency to represent the Settlement Class Members; and all facts relevant to any actual or potential conflict of interest with Settlement Class Members and the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Class Counsel. Class Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Preliminary Approval; for obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Order granting Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Xpand Legal Consulting LLC to serve as the Administrator and verified that, as a condition of appointment, Xpand Legal Consulting LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Settlement Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Settlement Class Members, PAGA Settlement Group Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Settlement Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate this amount. Before mailing Class Notices, the Administrator shall update Settlement Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Settlement Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Settlement Class Members' written objections, challenges to Class Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Settlement Class Members whose notice is re-mailed. The Administrator will inform the Settlement Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Settlement Class Members. If the Parties agree, such persons will be Settlement Class Members entitled to the same rights as other Settlement Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline date in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Settlement Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Settlement Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Settlement Class Member or his/her representative that reasonably communicates the Settlement Class Member's election to be excluded from the Settlement and includes the Settlement Class Member's name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Settlement Class Member and the Settlement Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Settlement Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Settlement Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Settlement Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement.
- 7.5.5 Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Settlement Group Members are deemed to release the claims identified in Section 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Class Workweeks. Each Settlement Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Settlement Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Settlement Class Member in the Class Notice. The Settlement Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Settlement Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Settlement Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks, redacting any Settlement Class Member information, to Defense Counsel and Class Counsel and the Administrator's determination resolving the challenge.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Settlement Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any components of the Settlement.
- 7.7.4 PAGA Settlement Group Members have no right to object to any of the PAGA components of the Settlement, whether or not they have objected to the class components of the Settlement as a Participating Class Member.
- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Settlement Class Members, including the date, time, and location of the Final Approval Hearing. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Settlement Class Member calls, faxes, and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will inform Class Counsel and Defense Counsel of the total number of Settlement Class Members who timely submitted a valid Request for Exclusion. The Administrator shall retain the originals of all Requests for Exclusion in its files.
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all objections received.
- 7.8.4 Class Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Settlement Class Member challenges over the calculation of Class Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Settlement Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS AND PAGA GROUP SIZE ESTIMATES.** Based on a review of their records, Defendants estimate that (1) there are approximately 299 Settlement Class Members who collectively worked a total of approximately 28,916 Class Workweeks for Digital Currency in California during the Class Period, and (2) there are approximately 176 PAGA Settlement Group Members who collectively worked a total of approximately 8,035 PAGA Pay Periods during the PAGA Period. In the event that the total number of Settlement Class Members or Class Workweeks exceeds these amounts by more than five percent (5%), Defendants shall increase the Gross Settlement Amount by five percent (5%).
9. **DEFENDANTS' RIGHT TO RESCIND.** If more than ten percent (10%) of the Settlement Class Members opt out of the Settlement, then Defendants shall have the option, in their sole discretion, to rescind this Agreement, in which case all of Defendants' obligations under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If Defendants exercise this option, they shall provide Plaintiff with written notice of its election within seven (7) days of Defendants' receipt of the final report from the Settlement Administrator providing the total number of opt outs, with a copy to the Settlement Administrator, at which point the Parties shall return to their respective positions that existed as of March 14, 2024 as set forth in Section 10.5, and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this Agreement is rescinded by Defendants pursuant to this Section, Defendants shall pay the expenses incurred by the Administrator through the date of Defendants' election to rescind, not to exceed the amount approved by the Court in the Preliminary Approval Order.

- 10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) business days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Settlement Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. In the event any appeal is filed from the Judgment, or any other appellate review is sought before the Effective Date, the Parties’ obligations to perform under this Agreement will be suspended and administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and until such time as the Judgment becomes final.
- 10.5 Nullification of Settlement. In the event that: (i) the Court does not preliminarily approve the Settlement as provided herein, (ii) the Court does not finally approve the Settlement as provided herein, (iii) the Court does not enter the Judgment as provided for herein, or (iv) the Settlement does not become final for any other reason, including the exercise of Defendants’ right to rescind as provided under Section 9 above, then this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as withdrawn or vacated by

stipulation of the Parties. The Parties shall return to their respective positions that existed as of March 14, 2024, and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

- 10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Settlement Class Members), this Agreement shall be null and void, as set forth in Section 10.5. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations contained in the operative complaint in the Action or in the PAGA Notice have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. Defendants contend that all of their employment practices comply and have complied with all applicable laws and regulations; that Settlement Class Members and PAGA Settlement Group Members were and are properly compensated for all wages, including (without limitation) minimum wages and overtime wages, were and are properly provided meal periods, were and are properly authorized and permitted to take rest periods, were and are timely paid all final wages, were and are timely paid all wages during employment, were and are furnished accurate itemized wage statements, and were and are reimbursed for all necessary business expenses; that Defendants kept and keep requisite payroll records; that Defendants did not and do not engage in unfair competition, business acts, or practices; and that Defendants' conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. Defendants have denied and continue to deny each of the claims alleged and the contentions made by Plaintiff in the Action. Defendants deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action and believe they have valid defenses to Plaintiff's claims. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to hold an employee to their arbitration agreement, Defendants reserve the right to contest certification of any class for any reasons, Defendants reserve the right to challenge representative action treatment of this Action for any reasons, and Defendants reserve all available defenses to the claims in the Action; and Plaintiff

reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate, or publicize any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to a party, counsel, or a court or administrative agency in any related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Except as provided in this Section, Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Section does not restrict Class Counsel's communications with Settlement Class Members in accordance with Class Counsel's ethical obligations owed to Settlement Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Settlement Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Section shall be construed to restrict Class Counsel's ability to communicate with Settlement Class Members in accordance with Class Counsel's ethical obligations owed to Settlement Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding the foregoing, this Agreement does not prohibit any Participating Class Member or PAGA Settlement Group Member from accepting and negotiating a check for an Individual Class Payment or Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any Participating Class Member or PAGA Settlement Group Member and Defendants, including pursuant to a prior severance agreement.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to

take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.
- 12.7 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as she or it deems necessary.
- 12.8 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.
- 12.9 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.10 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.11 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 12.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employment data for the Class provided to Class Counsel by Defendants in connection with the mediation session, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of data and information received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to return such data and information.
- 12.17 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.
- 12.18 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.19 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

SIGNATURES.

Date Aug 7, 2024


Jacqueline Guerrero (Aug 7, 2024 15:26 PDT)
Jaqueline Guerrero Manzaneth

Plaintiff

Date Aug 9, 2024

Daniel Roberts
Daniel Roberts (Aug 9, 2024 10:40 PDT)

Daniel Roberts, as an authorized
representative for Defendant Digital
Currency Services, Inc.

Date Aug 9, 2024

Daniel Roberts
Daniel Roberts (Aug 9, 2024 10:40 PDT)

Daniel Roberts
Defendant

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2)

Date August 7, 2024

Launa W. I.
Launa Adolph
Counsel for Plaintiff

Date August 9, 2024

Andrew J. Sokolowski
Andrew J. Sokolowski
Counsel for Defendants