

1 **PAGA SETTLEMENT AGREEMENT**

2 This Stipulation of Settlement ("PAGA Settlement Agreement") is made by and between Named  
3 Plaintiff KATRINA SCHLUTER ("Plaintiff"), on her own behalf and on behalf of all members of the  
4 PAGA Group, as defined below, and Defendants BELLA BABY SOCAL LLC and BELLA BABY  
5 PHOTOGRAPHY LLC (collectively, "Defendants"). The term "Party" or "Parties" as used herein shall  
6 refer to Plaintiff, Defendants, or both, as may be appropriate. This PAGA Settlement Agreement resolves  
7 all claims for PAGA civil penalties that were asserted or could have been asserted against Defendants  
8 pertaining to the claims in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administrative Costs.** All administrative costs of settlement, including any fees and  
11 costs incurred or charged by the Settlement Administrator in connection with the execution of its duties  
12 under this PAGA Settlement Agreement.

13 **B. Agreement, Settlement Agreement, or Settlement.** The terms "Agreement" or  
14 "Settlement Agreement" are used synonymously herein to mean the agreement reflected in this  
15 document, titled "PAGA Settlement Agreement."

16 **C. Attorney's Fees and Costs.** In the amount not to exceed Seven-Thousand Five Hundred  
17 Dollars and Zero Cents (\$7,500.00), as approved by the Court and awarded to Plaintiff's Counsel. The  
18 Attorney's Fees and Costs shall be paid from the Settlement Amount and will not be opposed by  
19 Defendants.

20 **D. Court.** The term "Court" as used herein means the Superior Court of the State of  
21 California for the County of San Diego.

22 **E. Date of Approval.** The terms "Date of Approval" or "Approval" as used herein mean the  
23 date of the Court enters judgment granting approval of the PAGA Settlement Agreement.

24 **F. Defendants.** The term "Defendants" as used herein means BELLA BABY SOCAL LLC  
25 and BELLA BABY PHOTOGRAPHY LLC.

26 **G. Litigation.** The term "Litigation" as used herein means the action entitled filed in San  
27 Diego Superior Court, Case No. 37-2020-00032941-CU-OE-CTL.

28 **H. LWDA.** The California Labor and Workforce Development Agency.

1           **I.     LWDA Payment.** The term “LWDA Payment” as used herein means seventy-five percent  
2 (75%) of the Net Settlement Amount.

3           **J.     Named Plaintiff.** The term “Named Plaintiff” as used herein means KATRINA  
4 SCHLUTER. The term Named Plaintiff shall be used synonymously with the term PAGA  
5 Representative.

6           **K.     Net Settlement Amount.** The term “Net Settlement Amount” as used herein means the  
7 remainder of the Settlement Amount after the deduction of any award of Attorney’s Fees and Costs, and  
8 Administrative Costs, and as provided in Sections X and VI, respectively.

9           **L.     Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include  
10 payments made to the PAGA Group under the terms of the Agreement.

11           **M.     PAGA.** The California Private Attorney General Act of 2004, Labor Code section 2698  
12 *et. seq.*

13           **N.     PAGA Group.** The PAGA Group is defined as: All persons who are or were employed  
14 by Defendants in the State of California that were classified as non-exempt employees at any time within  
15 the PAGA Period. The Parties estimated for purposes of mediation that there are approximately 106  
16 individuals in the PAGA Group, who worked an aggregate total of approximately 855 pay periods during  
17 the PAGA Period, all of which shall be confirmed by the Settlement Administrator.

18           **O.     PAGA Period.** The term “PAGA Period” or “Settlement Period” shall refer to the time  
19 period from July 15, 2019, to the date of settlement approval.

20           **P.     Plaintiff’s Counsel.** The term “Plaintiff’s Counsel” as used herein means: Justin Hewgill,  
21 who is counsel for and acting on behalf of Named Plaintiff and the alleged “aggrieved employees”  
22 comprising the PAGA Group.

23           **Q.     Plaintiff’s Individual Claims.** The term “Plaintiff’s Individual Claims” as used herein  
24 means Plaintiff’s individual claims for violation of failure to pay all hours worked, failure to reimburse  
25 costs incurred in work failure to provide accurate wage statements and keep accurate records, failure to  
26 provide commission contracts, failure to pay all wages due upon termination of employment and  
27 individual claims for violations of the California labor code, as outlined in the complaint and/or separately  
28 asserted.

1           **R. Settlement Administrator.** The term “Settlement Administrator” as used herein means  
2 ILYM Group, Inc., which will be responsible for the Settlement Distribution, as defined below, and all  
3 related matters.

4           **S. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement Fund” as  
5 used herein mean a fund in the sum of Thirty Thousand Dollars and Zero Cents (\$30,000.00), which shall  
6 be paid by Defendants, and from which all Net Settlement Payments to the PAGA Group pursuant to  
7 Section VIII, Court approved Attorneys’ Fees and Costs pursuant to Section X, Administrative Costs  
8 pursuant to Section VI, and distribution to the LWDA Payment pursuant to Section VIII shall be paid,  
9 except as provided herein.

10           **T. Settlement Distribution.** The Settlement Administrator shall disburse the Settlement  
11 Amount pursuant to Section VIII(D). Under the terms of the Settlement Agreement, the Settlement  
12 Administrator shall disburse: (1) the LWDA Payment to the LWDA; (2) the Net Settlement Payments to  
13 the PAGA Group; (3) the Attorney’s Fees and Cost award to Plaintiff’s Counsel; and (4) the  
14 Administrative Costs, as approved by the Court.

15 **II. BACKGROUND**

16           **A.** On September 18, 2020, Plaintiff filed a Complaint against Defendants, which is pending  
17 as *Schluter vs Bella Baby Social LLC, et al.*, San Diego Superior Court, Central Case No.: 37-2020-  
18 00032941-CU-OE-CTL (the “Litigation”). In the Complaint, Plaintiff asserted five individual causes of  
19 action against Defendants for: (1) Failure to pay all hours worked Pursuant to Labor Code 200, 204, 210,  
20 226.2, 510, 1194, 1194.2, 1197, 1197.1 and 1198; (2) Failure to reimburse costs incurred in work  
21 Pursuant to Labor Code § 2800, 2802; (3) Failure to provide accurate wage statements and keep accurate  
22 records Pursuant Labor Code § 226(a), 226.3; (4) Failure to provide commission contracts Pursuant to  
23 Labor Code § 2751; (5) Failure to pay all wages due upon termination of employment Labor Code §§ 201,  
24 202, 203;

25           **B.** May 14, 2020 Plaintiff provided Defendants with a Private Attorney General Act  
26 (“PAGA”) Notice to the Labor and Workforce Development Agency (“LWDA”) alleging wage and hour  
27 PAGA violations against Defendants of the following Labor Code sections: 200, 201, 201.3, 202, 203,  
28 204, 210, 510, 226, 226.3, 226.7, 245-249, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1198, against

1 Defendants on Plaintiff's behalf and on behalf of other alleged aggrieved employees.

2 C. Following the filing of the Litigation, parties sought to resolve the matter. In furtherance  
3 of Mediation, Defendants subsequently informally provided Plaintiff with information regarding the total  
4 number of the putative PAGA Group, including how many of those employees are former employees.

5 D. Plaintiff's Counsel has conducted an investigation of the law and facts relating to the  
6 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues  
7 involved, the expense and time necessary to pursue the Litigation through trial and any appeals, the risks  
8 and costs of further prosecution of the Litigation, the risk of an adverse outcome, the uncertainties of  
9 complex litigation, and the substantial benefits to be received by the Named Plaintiff and the members  
10 of the PAGA Group pursuant to this Agreement, that a settlement with Defendants on the terms and  
11 conditions set forth herein is fair, reasonable, adequate, and in the best interests of the PAGA Group.  
12 Named Plaintiff, on her own behalf and as a representative pursuant to PAGA, has agreed to settle the  
13 Litigation with Defendants on the terms set forth herein.

14 E. Defendants have concluded that, because of the substantial expense of defending against  
15 the Litigation, the length of time necessary to resolve the issues presented herein, the inconvenience  
16 involved, and the concomitant disruption to their business operations, it is in its best interests to accept  
17 the terms of this Agreement. Defendants deny each of the allegations and claims asserted against it in  
18 the Litigation. However, Defendants nevertheless desire to settle the Litigation for the purpose of  
19 avoiding the burden, expense, and uncertainty of continuing litigation and for the purpose of putting to  
20 rest the controversies engendered by the Litigation.

21 F. This Agreement is intended to and does effectuate the full, final, and complete resolution  
22 of all allegations and claims that were asserted, or could have been asserted, in the Litigation by Named  
23 Plaintiff and on behalf of the State of California. This Agreement does not cover Plaintiff's Individual  
24 Claims, which have been resolved with a separate agreement.

### 25 **III. JURISDICTION**

26 The Parties agree that the Court has jurisdiction over the Parties and the subject matter of this  
27 Litigation. The Litigation includes claims that, while Defendants deny them in their entirety, would, if  
28 proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted

Approval of the Agreement, pursuant to California Code of Civil Procedure Section 664.6 the Parties agree that the Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing, and enforcing this Agreement consistent with the terms set forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Agreement and all orders and judgments entered in connection therewith.

**IV. STATEMENT OF NO ADMISSION**

**A.** Defendants deny liability to Named Plaintiff and to the PAGA Group upon any claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Litigation.

**B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this 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. The Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported 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, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with this Agreement.

**C.** None of the documents produced or created by Named Plaintiff or the PAGA Group in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendants 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.

**D.** Nothing in this Agreement will be construed as an admission or acknowledgement of any

kind that any group should or would be given class, collective, or representative treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

**V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

**A. Release as to All PAGA Group Members.**

Upon Approval by the Court of this Settlement and entry of Judgment, Named Plaintiff, the State of California, and all members of the PAGA Group will fully and finally release and discharge Defendants and all of its former, present and future owners, parents, affiliates, and subsidiaries, and all of their respective current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers agents, successors, assigns, accountants, insurers, or legal representatives ("Released Parties"), from all PAGA claims by the PAGA Group alleged in the Complaint, or which could have been alleged based on the facts set forth in the Complaint, which may have arisen during PAGA Period, under any legal theory of liability, in any forum, and all claims for statutory penalties that could have been sought by the Labor Commissioner for the violations identified by Plaintiff.

Released Claims include, but are not limited to: failure to minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to provide rest periods; failure to pay wages due at termination; failure to provide accurate itemized wage statements; failure to pay employees timely; and PAGA claims for civil penalties due to the alleged Labor Code violations and by Defendants during the PAGA Period including California Labor Code sections 201-204, 210, 216, 218.5, 224, 225.5, 226, 226.3, 226.4, 226.6, 226.7, 245-249, 510, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699, and their subsections, all applicable IWC Wage Order 5-2001; penalties that could have arisen out of the facts alleged in the Complaint ("Released Claims"). The release shall cover the

PAGA Period through to the execution of an Order by the Court approving this settlement. This release extends only to remedies available through PAGA and does not release Plaintiff's Individual Claims, which are subject to a separate Confidential Settlement Agreement and General Release of All Claims.

**B. Publicity.**

The Named Plaintiff and her counsel agree that they have not and will not publish this Agreement. More specifically, Named Plaintiff and her counsel agree that they will not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Named Plaintiff or the Settlement on any website, and shall not contact any reporters or media regarding the Settlement. However, nothing in the provision shall be construed as preventing the Parties from taking following actions: (a) Named Plaintiff's Counsel shall be allowed to refer to the Litigation and Agreement in other litigations to support their adequacy as attorneys for a putative PAGA Group or to justify an award of attorney's fees; (b) the Parties shall have the right to disclose the Agreement as may be required under federal or state tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties may refer to the Agreement, describe its terms, and file the settlement agreement with the Court, the California LWDA, and the Settlement Administrator in connection with any proceedings that are reasonably necessary to obtain Approval of the Settlement; and (d) the Parties or their representatives may communicate with accountants or legal advisors regarding the Agreement. Except for the previously listed exceptions, in response to any inquiries about the Litigation, the Parties may state that "the case was resolved, and it was resolved confidentially."

**VI. SETTLEMENT ADMINISTRATOR**

Named Plaintiff and Defendants, through their respective counsel, have selected ILYM Group, Inc. as the Settlement Administrator to administer the Agreement. The Settlement Administrator shall be responsible for calculating and mailing all the amounts to be paid as the Net Settlement Payments and distributing them to the PAGA Group; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney's Fees and Costs awarded to Plaintiffs' Counsel; printing and providing the PAGA Group with IRS forms 1099, as required under this Agreement and applicable law; providing any funds remaining from the Net Settlement Amount as a result of uncashed checks to the California State Controller's Office - Unclaimed Property Fund; payment to itself Administrative Costs approved by the

Court; providing updates to Defendants' Counsel and Plaintiff's Counsel regarding the funding and disbursement of the Settlement Amount; and for such other tasks as the Parties mutually agree.

The Administrative Costs, which are the charges and expenses of the Settlement Administrator in administering this Settlement, are estimated to be Two Thousand Nine Hundred and Fifty Dollars and Zero Cents (\$2,950.00) and will be paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated Two Thousand Nine Hundred and Fifty Dollars (\$2,950.00) will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will be included in the Net Settlement Amount.

## **VII. NOTICE OF SETTLEMENT TO LWDA**

Named Plaintiff, through her attorney, shall within one (1) business day upon execution of the Agreement provide written notice of the settlement of the Litigation to the LWDA. Plaintiff's counsel shall provide Defendants' counsel with a copy of the written notice of the Litigation settlement sent to the LWDA to within three (3) business days of the notice being sent. The provision of notice of the settlement of the Litigation to the LWDA is a condition precedent to this Settlement.

## **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

### **A. Net Settlement Payment Distribution Formula.**

The Net Settlement Amount of approximately Nineteen Thousand Five Hundred and Fifty Dollars and Zero Cents (\$19,550.00) is allocated to satisfy the PAGA penalties claim as alleged in the Complaint. Members of the PAGA Group will receive a lump sum Net Settlement Payment as good and valuable consideration for the waiver and release of claims set forth in Section V(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

The lump sum Net Settlement Payment to each member of the PAGA Group will be determined by dividing twenty-five percent (25%) of the Net Settlement Amount by the total number of pay periods worked by all members of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA Group member.

1           **B.      Funding of the Settlement.**

2           The funding of the Settlement Amount will be completed at one (1) time with funds provided to  
3 and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall be paid  
4 to the Settlement Administrator by Defendants within thirty (30) calendar days of its receipt of a notice  
5 of entry of the Court's Approval order.

6           **C.      Uncashed Checks.**

7           If a PAGA Group member is deceased at the time of distribution, the Settlement Administrator  
8 shall notify the executor of the deceased PAGA Group member's estate and, if appropriate, place the  
9 deceased PAGA Group member's payment in escrow or similar disposition such that any competing heirs  
10 may take whatever action they wish to resolve ultimate disposition of such money and the Settlement  
11 Administrator and the Parties hereto may disclaim any further interest in or obligation in relation to such  
12 money.

13           If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
14 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search  
15 and, if another address is identified, shall mail the check to the newly identified address. If the Settlement  
16 Administrator is unable to obtain a valid mailing address through this process, the monies represented by  
17 the check shall be turned over according to the below procedures.

18           Settlement checks will specifically indicate that they are void if not negotiated within one hundred  
19 eighty (180) days of their issuance. Any settlement checks that remain uncashed one hundred eighty  
20 (180) or more calendar days after issuance by the Settlement Administrator shall be voided. The  
21 Settlement Administrator will remit the entire amount of each PAGA Group member's uncashed Net  
22 Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in the  
23 name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

24           **D.      Disbursement of Settlement.**

25           Subject to the terms and conditions of this Agreement, within ten (10) calendar days after receipt  
26 of the Settlement funds from Defendants, the Settlement Administrator shall disburse the Settlement  
27 Amount as follows:  
28

1           1.       **To The PAGA Group Members.** The Settlement Administrator will pay the PAGA  
2 Group members their Net Settlement Payments according to the distribution formula set forth above.

3           2.       **To the LWDA.** Seventy-five percent (75%) of the Net Settlement Amount  
4 (approximately \$14,662.40) shall be paid to the LWDA.

5           3.       **To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendants  
6 agree not to oppose, a total award for Attorney's Fees and Costs not to exceed Seven Thousand Five-  
7 Hundred Dollars and Zero Cents (\$7,500.00). The Settlement Administrator will pay the court-approved  
8 amounts of the Attorney's Fees and Costs award out of the Settlement Amount. IRS Forms 1099 will be  
9 issued to Plaintiff's Counsel with respect to the Attorney's Fees and Costs award. In the event the Court  
10 does not approve the entirety of the application for the Attorney's Fees and Costs requested, the  
11 Settlement Administrator shall pay whatever amount the Court awards, the difference shall become part  
12 of the Net Settlement Amount.

13           4.       **To the Settlement Administrator.** The Settlement Administrator will pay to itself  
14 Administrative Costs (reasonable fees and expenses) approved by the Court.

15 **IX.    NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

16           The amounts paid under this Agreement do not represent a modification of any previously  
17 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by  
18 Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any  
19 other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendants, policies,  
20 or bonus programs. Any payments made under the terms of this Agreement shall not be applied  
21 retroactively, currently, or on a going forward basis as salary, earnings, wages, or any other form of  
22 compensation for the purposes of Defendants' benefit plan, policy, or bonus program. Defendants retain  
23 the right to modify the language of their benefit plans, policies, and bonus programs to effect this intent  
24 and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours  
25 paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and  
26 bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that  
27 additional contributions or benefits are not required by this Agreement.

28 **X.    TAXATION AND ALLOCATION**

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount and any Net Settlement Payments paid therefrom, shall be deemed, and are allocated by the Parties 100% as penalties. All PAGA Group members who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

**XI. COURT APPROVAL**

This Agreement is contingent upon Approval by the Court. Named Plaintiff and Defendants agree to take all steps as may be reasonably necessary to secure Approval of the Agreement, to the extent not inconsistent with the terms of this Agreement and will not take any action adverse to each other in obtaining Court Approval of this Agreement in all respects.

The Parties will present this Agreement to the Court and will jointly stipulate and request that the Court issue the Approval Order and Judgment. Alternatively, the Parties agree to jointly present the Agreement for Court approval through motion hearing or *ex parte* proceedings. Upon entry of the Approval Order, the Court shall also enter Judgment. Named Plaintiff's counsel agrees that the stipulation for settlement and/or motion hearing or *ex parte* application for approval will be filed as soon as possible, and shall include this Agreement, a [Proposed] Approval Order, and a [Proposed] Judgment. If the Court requires Named Plaintiff to file a motion for approval rather than a stipulation or *ex parte* application, Named Plaintiff shall file a motion requesting the Court issue the Approval Order and Judgment.

**XII. APPRIASAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR.**

The Settlement Administrator shall keep Plaintiff's Counsel and Defendants' Counsel apprised of all distributions from the Settlement Amount. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defendants' Counsel. The Settlement Administrator shall also provide Defendants with a final accounting, including the names of payees and their respective Net Settlement Payments received.

**XIII. MISCELLANEOUS PROVISIONS**

**A. Stay of Litigation.**

Named Plaintiff and Defendants agree to the stay of all discovery in the Litigation, pending

1 Approval of the Agreement by the Court.

2 **B. Interpretation of the Agreement.**

3 This Agreement constitutes the entire agreement between Named Plaintiff and Defendants.  
4 Except as expressly provided herein, this Agreement has not been executed in reliance upon any other  
5 written or oral representations or terms, and no such extrinsic oral or written representations or terms  
6 shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this  
7 Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic  
8 evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both  
9 in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim  
10 arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and  
11 exclusively in the Superior Court of the State of California for the County of San Diego and Named  
12 Plaintiff and Defendants hereby consent to the personal jurisdiction of the Court over them solely in  
13 connection therewith. The foregoing is only limited to disputes concerning this Agreement and in no  
14 way limits or negates the enforceability and effect of any other agreements signed by employees of  
15 Defendants. Named Plaintiff, on her own behalf and on behalf of the PAGA Group, and Defendants  
16 participated in the negotiation and drafting of this Agreement and had available to them the advice and  
17 assistance of independent counsel. As such, neither Named Plaintiff nor Defendants may claim that any  
18 ambiguity in this Agreement should be construed against the other.

19 The terms and conditions of this Agreement constitute the exclusive and final understanding and  
20 expression of all agreements between Named Plaintiff and Defendants with respect to the Settlement of  
21 the Litigation. The Agreement may be modified only by a writing signed by counsel for all Parties or  
22 their successors-in-interest.

23 **C. Further Cooperation.**

24 Named Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare  
25 and execute all documents, to seek Approval from the Court, and to do all things reasonably necessary  
26 or convenient to consummate the Agreement as expeditiously as possible.

27 **D. Confidentiality of Documents.**

28 Named Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain the

1 confidentiality of all documents, deposition transcripts, declarations, and other information obtained in  
2 the Litigation, unless necessary for appeal or such documents are ordered to be disclosed by the Judge or  
3 by a subpoena.

4 **E. Counterparts.**

5 The Agreement may be executed in one or more actual or non-original counterparts, all of which  
6 will be considered one and the same instrument and all of which will be considered duplicate originals.

7 **F. Authority.**

8 Each individual signing below warrants that he or she has the authority to execute this Agreement  
9 on behalf of the party for whom or which that individual signs.

10 **G. No Third-Party Beneficiaries.**

11 Named Plaintiff, members of the PAGA Group, Defendants, and Released Parties are direct  
12 beneficiaries of this Agreement, but there are no third-party beneficiaries.

13 **H. Force Majeure.**

14 The failure of any party to perform any of its obligations hereunder shall not subject such party  
15 to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part  
16 by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars,  
17 interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of material  
18 or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures  
19 to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable  
20 control of such party.

21 **I. Deadlines Falling on Weekends or Holidays.**

22 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal  
23 holiday, that deadline shall be continued until the following business day.

24 **J. Severability.**

25 In the event that any one or more of the provisions contained in this Agreement shall for any  
26 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
27 unenforceability shall in no way effect any other provision if Defendants' Counsel and Named Plaintiff's  
28 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if such

invalid, illegal, or unenforceable provision had never been included in this Agreement.

**K. Defendants' Fees and Costs**

All of Defendants' own legal fees, costs, and expenses incurred in this Action shall be borne by Defendants.

**L. No Prior Assignment**

Named Plaintiff and Named Plaintiff's Counsel hereby represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

**M. No Tax or Legal Advice.**

The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that PAGA Group members will assume any such tax obligations or consequences that may arise from this Agreement, and that PAGA Group members shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any PAGA Group members assume all responsibility for the payment of such taxes.

**N. Amendment or Modification of Agreement.**

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

[Signatures to follow on next page]

1 Dated: 4/7/2023, 2022

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4 Dated: 4/07/23, 2022

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6 Dated: 4/11/23, 2022

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9 **APPROVED AS TO FORM ONLY:**

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11 Dated: 4/18/23, 2022

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16 Dated: 4/17/23, ~~2022~~

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DocuSigned by:



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Plaintiff KATRINA SCHLUTER



By:

By: Brad Jones

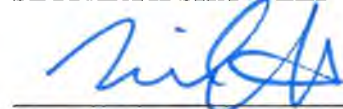
HEWGILL, COBB & LOCKARD, APC



Justin Hewgill, Esq.

Attorney for Plaintiff and the PAGA Group

SEYFARTH SHAW LLP



Eric M. Steinert

Michael Afar

Attorney for Defendants

BELLA BABY SOCAL, LLC; BELLA

BABY PHOTOGRAPHY, LLC;