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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES
CENTRAL DISTRICT – SPRING STREET COURTHOUSE

JASON MITCHINER, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

MOVE SALES, INC. DBA REALTOR.COM;
MOVE, INC; and DOE 1 through 2, inclusive,

Defendants.

CASE NO. 20STCV23141

Judge: Hon. Carolyn B. Kuhl
Dept: 12

CLASS SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into and effective as of the dates of signature of this agreement, by and between: (1) the Settlement Class Representative in the above-entitled proceeding, for himself and on behalf of the Settlement Class; and (2) Defendants. All capitalized terms used herein are as defined in Section 2 below or as defined elsewhere in this Agreement.

1. RECITALS

1.1 This Settlement Agreement is entered into with reference to the following facts:

1.2 The Settlement Class Representative believes that the Settled Claims have merit and that the evidence developed to date supports his claims. However, the Settlement Class Representative and Settlement Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the claims through trial, appeals, and ancillary actions. The Settlement Class Representative and Settlement Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties, complexities, and delays inherent in such litigation. The Settlement Class Representative and Settlement Class Counsel also are mindful of the inherent problems of proof in establishing, and possible defenses to, the claims asserted in this Action. The Settlement Class Representative and Settlement Class Counsel believe that the Settlement set forth in this Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation, the Settlement Class Representative and Settlement Class Counsel have determined that the Settlement set forth in this Agreement is in the best interest of the Settlement Class and is fair, adequate, and reasonable.

1.3 Defendants have denied and continue to deny all liability with respect to any and all of the Settled Claims or the facts alleged in support thereof and has denied and continues to deny all charges of wrongdoing or liability against them arising out of or relating to any conduct, acts, or omissions alleged or that could have been alleged in the Action. Defendants' willingness to resolve the Settled Claims on the terms and conditions embodied in this Agreement is based on, among other things: (i) the time and expense associated with litigating the Settled Claims through trials and any appeals; (ii) the benefits of resolving the Settled Claims, including limiting further expense, inconvenience and distraction, disposing of burdensome and protracted litigation, and

1 permitting Defendants to conduct their business unhampered by the distractions of continued
2 litigation; and (iii) the uncertainty and risks inherent in any litigation.

3 **1.4** The Parties to this Agreement recognize that the claims against Defendants are
4 strongly disputed, and the Parties wish to resolve completely and totally all Settled Claims against
5 Defendants and the other Released Parties.

6 **1.5** **NOW THEREFORE**, subject to Court approval, as hereinafter provided, it is
7 hereby agreed by the Parties that, in consideration of the promises and covenants set forth in this
8 Agreement, and upon the entry by the Court of a final order approving the Settlement and directing
9 the implementation of the terms and conditions of the Settlement as set forth in this Agreement,
10 this Action shall be settled and compromised upon the terms and conditions contained herein.

11 **2. DEFINITIONS**

12 As used in this Agreement, in addition to any definitions elsewhere in this Agreement, the
13 following terms shall have the meanings set forth below:

14 **2.1** **“Action”** means and refers to *Jason Mitchiner v. Move Sales, Inc. et al*, Los
15 Angeles County Superior Court Case No. 20STCV23141.

16 **2.2** **“Agreement”** means and refers to this Class Settlement Agreement.

17 **2.3** **“Claims Administrator”** means and refers to a mutually-agreeable claims
18 administrator with adequate security protocols, subject to Court approval, which will perform the
19 notice and administer the Settlement Fund as described in this Agreement. A declaration from the
20 Claims Administrator regarding the Claims Administrator’s qualifications and experience will be
21 submitted to the Court with Plaintiff’s motion for preliminary approval of this settlement.

22 **2.4** **“Class Notice”** means and refers to a mutually-agreeable class notice approved by
23 the Court.

24 **2.5** **“Complaint”** means and refers to the operative complaint in the Action.

25 **2.6** **“Court”** means and refers to the Superior Court of California, County of Los
26 Angeles.

27 **2.7** **“Defendants”** means and refers to Move Sales, Inc. and Move, Inc.

1 **2.8 “Employment Taxes”** means and refers to all amounts which an employer is
 2 required by state or federal law to withhold from wages paid to employees on behalf of the
 3 employee including, without limitation, withholding of federal and state income taxes and payment
 4 of the employee’s portion of FICA, Medicare taxes, and California State Disability Insurance.

5 **2.9 “Exempt Settlement Class”** means and refers to all Persons who were exempt
 6 employees of Defendants in California during the Release Period. Excluded from the Exempt
 7 Settlement Class are all Persons who properly and timely elect to opt out pursuant to Section 7.

8 **2.10 “Non-Exempt Settlement Class”** means and refers to all Persons who were non-
 9 exempt employees of Defendants in California during the Release Period. Excluded from the
 10 Non-Exempt Settlement Class are all Persons who properly and timely elect to opt out pursuant to
 11 Section 7.

12 **2.11 “Final Approval Order”** means and refers to the Court’s judgment and order
 13 granting final approval of the class settlement following the motion as set forth in Section 5.3.
 14 This Final Approval Order shall constitute approval pursuant to California Rules of Court 3.769(a)
 15 and a judgment pursuant to California Rules of Court 3.769(h).

16 **2.12 “Final Effective Date”** means and refers to: (1) if there were any objectors: ten
 17 (10) calendar days after the expiration of the period for filing any appeal, writ, or other appellate
 18 proceeding challenging the Final Approval Order and Judgment has elapsed without any appeal,
 19 writ or other appellate proceeding having been filed; or, (2) if an appeal or writ is filed, ten (10)
 20 calendar days after the dismissal or final resolution of the appeal or writ. In this regard, it is the
 21 intention of the Parties that the Settlement shall not become effective until the Final Approval
 22 Order and Judgment is completely final and there is no further recourse by an appellant or objector
 23 who seeks to contest the Settlement. If no objection is made to the settlement, the Final Effective
 24 Date will be ten (10) calendar days after the date the Court has entered the Final Approval Order
 25 and Judgment.

26 **2.13 “LWDA”** means and refers to the Labor & Workforce Development Agency.

27 **“Notice Program”** means and refers to the notice procedures set forth in Section 6.

1 **2.14 “Opt Out Period”** means and refers to the period of time between the
2 commencement of the Notice Program and an agreed date certain forty-five (45) calendar days
3 later during which members of the Settlement Class may exercise the right to opt out of the
4 Settlement Class pursuant to the provisions of Section 7.

5 **2.15 “PAGA Letter”** means and refers to the letter sent by or on behalf of the Non-
6 Exempt Settlement Class to the LWDA regarding the allegations in the Complaint, specifically
7 including the June 15, 2020, letter from Settlement Class Counsel to the LWDA regarding the
8 Settlement Class Representative.

9 **2.16 “Parties”** means and refers to the Settlement Class Representative, for himself and
10 on behalf of the Settlement Class, and Defendants.

11 **2.17 “Person”** means and refers to any individual, proprietorship, corporation, personal
12 loan-out corporation, partnership, association, trustee, unincorporated association, or any other
13 type of legal entity, except a governmental entity.

14 **2.18 “Preliminary Approval Order”** means and refers to the Court’s order granting
15 preliminary approval of this Agreement and approval of the Notice Program following the motion
16 as set forth in Section 5.1. This Preliminary Approval Order shall constitute an order for and
17 setting a final approval hearing pursuant to California Rules of Court 3.769(d) and 3.769(e).

18 **2.19 “Release Period”** means and refers to: (a) with respect to the Non-Exempt
19 Settlement Class, the time period between April 6, 2016 and November 19, 2021, except as for
20 claims under Labor Code Section 2698 *et seq.* (“PAGA”); (b) with respect to the Exempt
21 Settlement Class, the time period between March 13, 2020 and November 19, 2021, except as for
22 claims under the PAGA; (c) with respect to the release of PAGA claims for Non-Exempt
23 Settlement Class Members, the time period between June 15, 2019 and November 19, 2021; and
24 (d) with respect to the release of PAGA claims for Exempt Settlement Class Members, the time
25 period between March 13, 2020 and November 19, 2021.

26 **2.20 “Released Party” and “Released Parties”** means and refers to: (a) Defendants and
27 each and all of Defendants’ past or present partners, parents, subsidiaries, or related entities

(regardless of whether such partners, parents, subsidiaries, or related entities are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity); (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies employed or used by the Released Parties, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, statutory employer, integrated enterprise, or any other theory) for any actual or alleged violations described in Section 2.30; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

2.21 “Releasing Party” and “Releasing Parties” means and refers to the Settlement Class and its members, agents, partners, joint venturers, affiliates, predecessors, successors, heirs, assigns, insurers, personal loan-out corporations, and any other Persons or entities claiming by or through the Settlement Class, in their capacities as such.

2.22 “Settled Claims” means and refers, in connection with the employment of the Non-Exempt Settlement Class Members during the Release Period, to any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, of every kind and/or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, regardless of legal theory or type or amount of relief or damages claimed, which Releasing Party now has or at any time ever had against Released Party through the date the Preliminary Approval Order is entered, which in any way arises out of, is based on, or relates in any way to the facts alleged in the Complaint, which specifically includes: (a) minimum, regular, and/or overtime wages allegedly due; (b) meal or rest periods allegedly missed, not provided, and/or denied; (c) check stubs, wage statements, documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due or allegedly due; (e) record-keeping obligations; (f) the payment or non-

1 payment of reimbursements required under California Labor Code Section 2802; (g) violation or
 2 alleged violation of California Labor Code Sections 201, 202, 204, 226, 226.7, 510, 512, 558,
 3 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, or 2802, any California Industrial Commission
 4 Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular,
 5 and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage
 6 statements, record-keeping obligations, and/or reimbursement of expenses; (h) attorneys' fees due
 7 or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or
 8 contractual provision; (i) any other claims that any Releasing Party has arising out of, based upon,
 9 or relating to the allegations contained in the Complaint or in the PAGA Letter; and (j) penalties or
 10 other payments which in any way arise out of, are based on, or relate in any way to any of the
 11 foregoing, including but not limited to penalties, premiums, or payments under California Labor
 12 Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5, 1198.5(k), or 1199, any
 13 California Industrial Commission Wage Order, and/or any other statute or regulation regarding the
 14 payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of
 15 payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of
 16 expenses. Without in any way limiting the foregoing, Settled Claims as to the Non-Exempt Class
 17 Members shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens,
 18 damages, losses, costs, expenses, debts, actions, and causes of action under statutes and
 19 regulations set forth in this Section regarding Non-Exempt Class Members, whether enforced
 20 directly or pursuant to the PAGA, California Business and Professions Code Section 17200, *et*
 21 *seq.*, or any other mechanism. "**Settled Claims**" also means and refers, in connection with the
 22 employment of the Exempt Settlement Class Members during the Release Period, to any and all
 23 claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs,
 24 expenses, debts, actions, and causes of action, of every kind and/or nature whatsoever, whether
 25 now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent,
 26 regardless of legal theory or type or amount of relief or damages claimed, which Releasing Party
 27 now has or at any time ever had against Released Party through the date the Preliminary Approval

Order is entered, and which in any way arises out of, is based on, or relates in any way to the facts alleged in the Complaint regarding Defendants' alleged failure to provide payment or non-payment of reimbursements required under California Labor Code Section 2802, or any derivative violations thereof, including violations or alleged violation of California Labor Code Section 2802, any California Industrial Commission Wage Order Section regarding the reimbursement of expenses, and/or any other statute or regulation regarding the reimbursement of expenses; attorneys' fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; any other claims that any Releasing Party has arising out of, based upon, or relating to the allegations contained in the Complaint or in the PAGA Letter regarding the reimbursements of business expenses; and penalties or other payments which in any way arise out of, are based on, or relate in any way to the reimbursement of expenses, including but not limited to penalties, premiums, or payments under any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the reimbursement of expenses.

2.23 "Settlement" means and refers to the settlement reflected in and to be effectuated through this Agreement.

2.24 "Settlement Class" means and refers to the Non-Exempt Settlement Class members and the Exempt Settlement Class members, as defined in this Agreement.

2.25 "Settlement Class Counsel" means and refers to Jonathan M. Lebe and Zachary Gershman of Lebe Law, APLC.

2.26 "Settlement Class Counsel's Fees, Costs, and Expenses" means and refers to the amount awarded by the Court to Settlement Class Counsel for reasonable attorneys' fees, costs, and expenses associated with this Action and the resolution thereof, and no other settlement, as described in Section 11.1.

2.27 "Settlement Class Member Allocation Amount(s)" means the amount to be allocated to individual Settlement Class Members as calculated under Section 10 below.

1 **2.28 “Settlement Aggrieved Employee”** means a Settlement Class Member who
2 performed work for Defendants during the Release Period as to claims under the PAGA.

3 **2.29 “Settlement Class Representative”** means and refers to Jason Mitchiner.

4 **2.30 “Settlement Fund”** means and refers to the financial institution account established
5 to hold all proceeds from whatever source necessary to provide the benefits under this Agreement.

6 **2.31 “Settlement Termination Date”** means and refers to the date, if any, that each
7 Defendant exercises its right to terminate this Agreement.

8 **3. SETTLEMENT PURPOSES ONLY**

9 **3.1 General.** This Agreement is for settlement purposes only.

10 **3.2 Settlement Class Only.** Any certification of a preliminary or final Settlement
11 Class pursuant to the terms of this Agreement shall not constitute nor be construed as an
12 admission, and shall not be admissible in any proceeding as an admission, on the part of
13 Defendants or any other Person that this Action or any other action is appropriate for class or
14 representative treatment at trial pursuant to Rule 23 of the Federal Rules of Civil Procedure,
15 California Code of Civil Procedure Section 382, California Labor Code Section 2698, *et seq.*
16 California Business and Professions Code Section 17200, *et seq.*, or any similar class and/or
17 representative action statute or rule. This Agreement shall not prejudice Defendants’ rights or any
18 other Person’s rights to oppose certification of a litigated class or other representative treatment in
19 this Action or in any other action or proceeding. Settlement Class Counsel shall not refer to this
20 Agreement or make any argument concerning this Agreement in any contested proceeding to
21 certify a litigated class or obtain other representative treatment.

22 **3.3 Admissibility.** This Agreement, any negotiations or proceedings related hereto, the
23 implementation hereof, and any papers submitted in support of the motions for approval hereof
24 (collectively, the “Settlement Proceedings”) shall not be construed as, nor be deemed to be
25 evidence of, any admission or concession by any of the Parties or any other Person regarding
26 liability or the appropriateness of class treatment, and shall not be offered or received in evidence
27 in any action or proceeding for any purpose whatsoever; provided, however, that this Agreement

1 and the Settlement Proceedings may be presented to the Court in connection with the
2 implementation or enforcement of this Agreement, or as may be necessary or appropriate to
3 further the purposes sought to be achieved by this Agreement.

4 **3.4 Denial of Liability.** By entering into this Agreement, it is understood that
5 Defendants do not admit and, in fact, expressly denies that: (i) it has breached any duty,
6 obligation, or agreement; (ii) it has engaged in any illegal, tortious, or wrongful activity; (iii) it is
7 liable to members of the Settlement Class; or (iv) any damages have been sustained by any
8 member of the Settlement Class or by any other Person.

9 **3.5 Amendment of the Complaint.** The Parties agree to permit the Settlement Class
10 Representative to file a Second Amended Complaint, attached as Exhibit 2, which the Settlement
11 Class Representative shall file concurrently with the motion for preliminary approval, in order to
12 (a) include claims under Labor Code Section 2802 and the PAGA for allegedly unreimbursed
13 expense reimbursements with respect to the Exempt Settlement Class, and (b) re-define the
14 purported class in the Second Amended Complaint to be the same as the Settlement Class defined
15 herein, all subject to each of the conditions set forth below. Plaintiffs shall submit the motion for
16 preliminary approval to the Court, which will request, among other things, that the Court adopt the
17 Second Amended Complaint as the operative pleading in the Action. Defendants will be deemed
18 to have denied the allegations contained in the Second Amended Complaint.

19 **4. JURISDICTION**

20 **4.1 Continuing Jurisdiction.** The Court has, and shall continue to have, jurisdiction
21 to make any orders as may be appropriate to effectuate, consummate, and enforce the terms of this
22 Agreement, to approve the award of attorneys' fees and costs pursuant hereto, and to supervise the
23 administration and distribution of money from the Settlement Fund pursuant to California Code of
24 Civil Procedure Section 664.6. Any dispute or question relating to or concerning the
25 interpretation, enforcement, or application of this Agreement shall be presented to the Court for
26 resolution.

1 **5. COURT APPROVAL OF THE SETTLEMENT**

2 **5.1 Preliminary Approval.** Following the execution of this Agreement, Plaintiff shall
 3 move the Court for an order, that, in accordance with this Agreement and for settlement purposes
 4 only: (i) conditionally certifies the Settlement Class; (ii) preliminarily approves this settlement;
 5 (iii) approves and authorizes the implementation of the Notice Program; (iv) approves the Claims
 6 Administrator; (v) appoints Plaintiff as Settlement Class Representative; and (vi) appoints
 7 Plaintiff's counsel as Settlement Class Counsel. In connection therewith, Settlement Class
 8 Counsel shall submit to the Court a mutually-acceptable proposed Preliminary Approval Order.

9 **5.2 Objection Period.** Subject to Court approval, Settlement Class members shall
 10 have until an agreed date certain, which shall be forty-five (45) calendar days from the
 11 commencement of the Notice Program pursuant to Section 6, to file and serve objections to this
 12 Agreement.

13 **5.3 Opt Out Period.** Subject to Court approval, Settlement Class members shall have
 14 until an agreed date certain, which shall be forty-five (45) calendar days from the commencement
 15 of the Notice Program pursuant to Section 6, to opt out of the Settlement Class and this
 16 Agreement.

17 **5.4 Final Approval.** Within thirty (30) calendar days following the expiration of the
 18 Opt Out Period, if the Agreement has not been terminated in accordance with Section 8,
 19 Settlement Class Counsel shall file a motion for final approval and, in connection therewith,
 20 submit to the Court a mutually-acceptable proposed Final Approval Order.

21 **6. CLASS NOTICE**

22 **6.1 Content.** The Class Notice shall: (i) inform the Settlement Class members that, if
 23 they do not opt out from the settlement, they may be eligible to receive a monetary payment; (ii)
 24 contain a short, plain statement of the background of this action, the certification of the Settlement
 25 Class for settlement purposes, and the proposed settlement; (iii) describe the proposed settlement
 26 relief outlined in this Agreement; (iv) state that the proposed settlement benefits are contingent on
 27 the Court's entry of the Final Approval Order; (v) inform Settlement Class members that they

1 may opt out or exclude themselves from the Settlement Class by submitting a written exclusion
 2 request no later than forty-five (45) days after the commencement of the Notice Program, except
 3 that such Settlement Class Members may not exclude themselves of the claims sought to be
 4 resolved under the PAGA; (vi) inform Settlement Class members that, if they do not opt out, they
 5 may, if they desire, object to the proposed settlement by filing and serving a written statement of
 6 objections no later than forty-five (45) days after the commencement of the Notice Program, or by
 7 submitting such an objection to the Claims Administrator in writing no later than forty-five (45)
 8 days after the commencement of the Notice Program, or by appearing in Court at the Final
 9 Approval Hearing and voicing an oral objection; (vi) inform Settlement Class members that they
 10 may appear at the Final Approval Hearing; (vii) inform Settlement Class members that any
 11 judgment entered in this Action, whether favorable or unfavorable to the Settlement Class, will
 12 binding on all Settlement Class members who have not excluded themselves from the Settlement
 13 Class, even if they have objected to the proposed settlement and even if they have any other
 14 claim, lawsuit, or proceeding pending against any of the Released Parties; (viii) inform Settlement
 15 Class Members of the Court's current social distancing guidelines; (ix) inform Settlement Class
 16 Members that a website regarding the settlement has been created by the Claims Administrator
 17 which will allow Settlement Class Members to track the progress of the Settlement, inform
 18 Settlement Class Members of any changes to the date or location of the Final Approval Hearing,
 19 and provide notice of final judgment on the Claim's Administrator's website.

20 **6.2 Mailed Notice.** Within twenty (20) calendar days after entry of the Preliminary
 21 Approval Order, Defendants shall submit to the Claims Administrator, in electronic form, a list of
 22 all members of the Exempt Settlement Class and the Non-Exempt Settlement Class. The list shall
 23 include each member's name, last known address, social security number, and the number of
 24 workweeks worked during the Release Period. Within fifteen (15) calendar days after receipt of
 25 the foregoing list, the Claims Administrator and/or its designee shall run a national change of
 26 address update and send by first class postage prepaid U.S. mail a copy of the Class Notice
 27 approved by the Court to each Settlement Class member.

6.3 Re-Mailed Notices. Unless the Claim Administrator receives a Class Notice returned from the United States Postal Service for reasons discussed below in this paragraph, that Class Notice shall be deemed mailed and received by the Settlement Class Members to whom it was sent five (5) calendar days after mailing. In the event that subsequent to the first mailing of a Class Notice and through the duration of the Opt Out Period, that Class Notice is returned to the Claim Administrator by the United States Postal Service as undeliverable, without a forwarding address, the Claim Administrator shall undertake an Experian Skip Tracing with respect to the Settlement Class Member to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claim Administrator will re-send the Class Notice to the newly-found address within three (3) business days of receipt of the returned Class Notice. In the event that subsequent to the first mailing of a Class Notice and during the duration of the Opt Out Period that Class Notice is returned to the Claim Administrator by the United States Postal Service with a forwarding address for the recipient, the Claim Administrator shall re-mail the notice to that address within three (3) business days of receipt of the returned Class Notice, and the forwarding address shall be deemed the Updated Address for that Class Member. In either event, the Class Notice shall be deemed received once it is mailed for the second time. In the event that subsequent to the first mailing of a Class Notice it is returned to the Settlement Administrator by the United States Postal Service as undeliverable, after the Opt Out Period, the Claim Administrator shall be required to take no further action with respect to that Class Notice and it shall be deemed to have been delivered. In the event the Claim Administrator must re-mail any Class Notice pursuant to the provisions of this Paragraph due to being returned, the Opt Out Period shall be extended by ten (10) calendar days from the date of the re-mailing of the Class Notice, for those mailings. The Claim Administrator shall include a cover letter with any re-mailing informing the Settlement Class Member of the re-mailing of the Class Notice and extended Opt Out Period. The Settlement Administrator shall comply with these skip-tracing and remailing provisions through the Opt Out Period. Compliance with the procedures described in this paragraph shall constitute due and sufficient notice to Settlement

1 Class Members of the Settlement and of the Final Approval Hearing, and shall satisfy the
2 requirements of due process. Nothing else shall be required of or done by the Parties, Class
3 Counsel, counsel for Defendant, or the Claim Administrator to provide notice of the Settlement
4 and the Final Approval Hearing.

5 **6.4 Declaration of Compliance.** No later than twenty (20) calendar days after the Opt
6 Out Period (or any applicable extended Opt Out Period), the Claim Administrator shall provide
7 Class Counsel and counsel for Defendant with a declaration attesting to completion of the notice
8 process, including any attempts to obtain Updated Addresses for, and the re-sending of, any
9 returned Class Notices, including any and all other required steps (“Declaration of Compliance”),
10 which shall be filed with the Court by Class Counsel.

11 **6.5 Cost of Notice and Administration.** The cost of notice and administration for this
12 Settlement shall be paid from the Settlement Fund. Settlement Class Counsel preliminarily
13 estimates that such cost will be approximately \$15,000. If the actual cost exceeds \$15,000, the
14 amounts payable to members of the Settlement Class under Section 10 shall be reduced *pro rata* to
15 cover any excess notice and administration cost.

16 **6.6 Records of Notice.** The Claims Administrator shall keep records of all notices,
17 and the cost thereof. Promptly upon request, the Claims Administrator shall provide a sworn
18 proof of mailing.

19 **7. RIGHT OF EXCLUSION**

20 **7.1 Procedure.** Members of the Settlement Class may elect to opt out of the
21 Settlement Class and thus exclude themselves from the Action and the Settlement Class at any
22 time during the Opt Out Period, except as to the Settled Claims sought to be resolved under the
23 PAGA. To exercise the opt out right set forth in this Section 7.1, a member of the Settlement
24 Class must submit a written request to exclude himself or herself from this Agreement, which
25 request shall contain the Settlement Class member’s name, address, and telephone number. Such
26 requests for exclusion must be sent to the Claims Administrator and must be postmarked on or
27 before the end of the Opt Out Period. All Settlement Class members who do not opt out in

1 accordance with this Agreement during the Opt Out Period will be deemed to have forever waived
2 their right to opt out of the Settlement Class and will be deemed Settlement Class members for all
3 purposes under this Agreement and will be irrevocably bound by this Agreement. Any individual
4 who timely and properly opts out shall not be entitled to any individual relief under this
5 Agreement, except as for their portion of the Settlement as an aggrieved employee under the
6 PAGA. Further, the Opt Out Period may be extended for certain members of the Settlement Class
7 in conjunction with Section 6.3. The Claims Administrator shall provide regular updates to
8 Settlement Class Counsel and Mitchell Silberberg & Knupp LLP as to any and all individuals who
9 opt out of the Settlement Class.

10 **7.2 Withdrawal of Election to Opt Out.** Prior to the entry of the Final Approval
11 Order, any Person who has elected to opt out may withdraw that election by notifying the Claims
12 Administrator in writing that he or she wishes to be a Settlement Class member. The Claims
13 Administrator shall maintain records of all withdrawn opt outs and shall provide such information
14 to Settlement Class Counsel and Mitchell Silberberg & Knupp LLP. At any time after the entry of
15 the Final Approval Order, any Person who has elected to opt out of this Agreement may withdraw
16 that election only upon receiving the written consent of Defendants and Court approval.

17 **8. SETTLEMENT TERMINATION**

18 **8.1 Termination if Court Approval Is Not Obtained.** This Agreement is expressly
19 conditioned upon: (i) Court approval of this Agreement; (ii) entry of the Preliminary Approval
20 Order in a mutually-agreeable form; and (iii) entry of the Final Approval Order in a mutually-
21 agreeable form. If the Court declines to enter either of these Orders, or modifies (in what
22 Defendants reasonably determine to be a material way) any aspect of this Agreement or of such
23 Orders, each Defendant shall have the independent right to terminate this Agreement as set forth in
24 Section 8.4. For purposes of this Section 8, a “material” modification shall include, but is not
25 limited to, any modification to the releases to be provided, or any modification that would increase
26 the Total Settlement Payment (defined below), except as considered by Section 9.5.

8.2 Termination if Opt Out Limit Is Exceeded. If more than fifty (50) members of the Settlement Class opt out, Defendants shall have the right to terminate this Agreement as set forth in Section 8.4.

8.3 Termination after Appeal. If a Court of Appeal on review of this Agreement and/or the Final Approval Order declares unenforceable, reverses, vacates, or modifies (in what either or both Defendants reasonably determines to be a material way) any aspect of this Agreement or the Final Approval Order, each Defendant shall have the independent right to terminate this Agreement as set forth in Section 8.4.

8.4 Termination Procedure and Effect. If one or both Defendants elect to terminate this Agreement pursuant to Sections 8.1, 8.2, and/or 8.3, Defendant(s) may do so by giving written notice to Settlement Class Counsel. Notice of termination pursuant to Section 8.1 must be given within ten (10) calendar days of the act or order declining to enter the Order or modifying this Agreement, unless subject to further appeal, in which case the notice must be given prior to the Final Effective Date. Notice of termination pursuant to Section 8.2 must be given prior to Final Approval. Notice of termination pursuant to Section 8.3 must be given prior to the Final Effective Date. If Defendants terminate this Agreement pursuant to Section 8, the termination shall void all of the rights, obligations, and releases under this Agreement, except for those provisions that are necessary to effectuate the termination. Within fifteen (15) calendar days after notice of termination, the Claims Administrator shall return all settlement payments made by Defendants prior to such termination (inclusive of interest and exclusive of notice and administration costs already expended). The Claims Administrator shall then invoice Defendants for any remaining costs. All payments to the Claims Administrator shall be due thirty (30) calendar days after receipt of the Claims Administrator's invoice.

9. SETTLEMENT PAYMENTS

9.1 Funding Commitment. Defendants shall fund the obligations of this Agreement in accordance with the procedures set forth herein with a non-reversionary amount certain of One Million, Four Hundred Seventy Thousand Dollars and No Cents (\$1,470,000.00) (the "Total

1 Settlement Payment” or “TSP”). The TSP shall be used to pay all of Settlement Class Counsel’s
2 Fees, Costs, and Expenses, all costs of claims administration, incentive payment to the Settlement
3 Class Representative, the payment to the LWDA, and all settlement payments to Settlement Class
4 members, and the employee’s share of Employment Taxes. No Released Party shall be required to
5 pay anything above or beyond the TSP, under any circumstance, as a result of this Agreement,
6 except if the escalator clause as set forth below in Section 9.7 is triggered and except that
7 Defendants shall fund the payment of the employer’s share of any Employment Taxes owed on
8 amounts allocated to Settlement Class members.

9 **9.2 Funding upon Preliminary Approval.** Within ten (10) calendar days after the
10 entry of the Preliminary Approval Order, Defendants shall mail or wire to the Claims
11 Administrator the sum of 15,000 Dollars (\$15,000.00) to pay for the notice program and initial
12 administrative expenses. The time to make such payment may be extended by mutual consent of
13 the Parties.

14 **9.3 Remainder of Funding upon Final Effective Date.** Before or upon the Final
15 Effective Date, Defendants shall mail or wire to the Claims Administrator the remainder of the
16 TSP.

17 **9.4 Payment of Settlement Class Counsel’s Fees, Costs, and Expenses.** Within ten
18 (10) calendar days after receipt of the funds described in Section 9.5 above, the Claims
19 Administrator shall wire the amount of Settlement Class Counsel’s Fees, Costs, and Expenses to
20 Settlement Class Counsel from the Settlement Fund, unless the Agreement is terminated.

21 **9.5 Increase in Class Size.** The number of Non-Exempt Settlement Class members is
22 estimated to be 507 unique individuals and with a collective total of approximately 36,030
23 workweeks. The number of Exempt Settlement Class members is estimated to be 481 unique
24 individuals and with a collective total of approximately 24,242 workweeks. Workweeks for
25 purposes of this paragraph are and shall be calculated as set forth in Section 10. If the actual
26
27

number of workweeks included in this settlement exceeds the aggregate of the above estimates by more than 10%, Defendants shall proportionately increase the Remainder by an equal percentage.

10. PROTOCOL FOR PAYMENTS TO SETTLEMENT CLASS MEMBERS

10.1 Claims Administrator. Subject to Court approval, a reputable, experienced entity shall be the Claims Administrator. The Claims Administrator shall have the sole authority to administer the Settlement Fund, and to disburse sums from the Settlement Fund. The Claims Administrator shall carry out its duties in strict accordance with the procedures set forth in this Agreement, and any Party may move the Court to compel such compliance. The Claims Administrator shall submit monthly invoices to the Parties. With or without good cause, the Parties may jointly move the Court to replace the Claims Administrator. With good cause, any Party may, of its own accord, move the Court to replace the Claims Administrator. The Court may on its own motion replace the Claims Administrator at any time with or without cause. Except for the specific funding obligations set forth in Section 9, the Parties shall have no responsibility to members of the Settlement Class for the administration of claims or the distribution of the cash benefits under this Agreement.

10.2 Determination of Benefits. After deducting Settlement Class Counsel's Fees, Costs, and Expenses, all notice and administration costs (including a reasonable reserve for reasonably anticipated future expenses), the incentive payment to the Settlement Class Representative, the payment to the LWDA from the Settlement Fund, and the amount reserved for Settlement Aggrieved Employees as part of their release of claims under the PAGA, the remainder (the "Remainder") shall be available to pay Settlement Class members. All Settlement Class members shall receive a payment as calculated below.

1 **10.2.1 Calculation of Points for Non-Exempt Settlement Class Members.** Each
2 Non-Exempt Settlement Class member shall receive 5 points for each workweek.

3 **10.2.2 Calculation of Points for Exempt Settlement Class Members.** Each
4 Exempt Settlement Class member shall receive 1 point for each workweek.

5 **10.2.3 Calculation of Monetary Benefits For Settlement Class Members.** The
6 Claims Administrator shall determine the value of each point awarded under Sections
7 10.2.1 and 10.2.2 by dividing the Remainder by the total points awarded to the Settlement
8 Class. Each Settlement Class member shall be entitled to receive a Monetary Benefit equal
9 to the number of his or her points (awarded pursuant to Sections 10.2.1. and 10.2.2)
10 multiplied the value of each point. The Parties agree that this distribution of payments
11 between the Non-Exempt and Exempt Settlement Class Members is fair in light of the
12 greater number of released claims on the part of the Non-Exempt Settlement Class
13 Members in comparison with the Exempt Settlement Class Members.

14 **10.2.4 Calculation of Monetary Benefits for Settlement Aggrieved**

15 **Employees.** In addition to the distribution of funds as described above,
16 Settlement Aggrieved Employees will also receive the \$12,500 reserved
17 for PAGA penalties in an amount pro rata to the workweeks that
18 Settlement Aggrieved Employees worked during the Release Period as to
19 claims under the PAGA, as calculated by the Claims Administrator. This
20 Monetary Benefit will be in addition to what he or she would receive as a
21 Settlement Class Member. The Parties agree that this distribution of
22 payments for the Settlement Aggrieved Employees, without regard to
23 their status as Non-Exempt or Exempt Settlement Class Members, is fair
24 in light of the inherent power of this Court to reduce PAGA penalties, or
25 otherwise modify an award of PAGA penalties.

26 **10.3 Notification of Proposed Benefits.** Within ten (10) calendar days after the
27 determination of the Class Member Benefits, the Claims Administrator shall send a report to

1 Settlement Class Counsel and Mitchell Silberberg & Knupp LLP showing the proposed Monetary
2 Benefit for each Settlement Class member. Neither this report nor any other document provided to
3 Settlement Class Counsel shall include any identifying information for members of the Settlement
4 Class.

5 **10.4 Objections to the Proposed Monetary Benefits.** Settlement Class Counsel and
6 Defendants shall have ten (10) calendar days from the mailing of the report of proposed benefits
7 referenced in Section 10.3 to notify the Claims Administrator in writing of any errors in the
8 calculations of the Monetary Benefits.

9 **10.5 Taxes.** Based upon an analysis of the facts of this Action, Settlement Class
10 Counsel and Defendants determined that Monetary Benefits to the Settlement Class members will
11 be treated as 34% wage income and 66% non-wage income. The Claims Administrator shall
12 calculate and deduct the employee's share of Employment Taxes from the wage portion of each
13 Settlement Class Member Monetary Benefit. The Claims Administrator shall remit the
14 Employment Taxes to the appropriate authorities. The Claims Administrator shall issue to each
15 Settlement Class member an IRS Form W-2 to report the wage portion of his or her payment
16 amount and the Employment Taxes. The Claims Administrator shall issue to each Settlement
17 Class member an IRS Form 1099 for the non-wage portion of his or her payment.

18 **10.6 Notice and Payment to Settlement Class Members.** Within twenty (20) calendar
19 days after receipt of the funds described in Section 9.3 above, the Claims Administrator shall
20 distribute to each Settlement Class member a check in the amount equal to the net payment such
21 member is entitled to receive under Section 10.2, including any corrections pursuant to Section
22 10.4 and net of deductions pursuant to Section 10.5.

23 **10.6.1** All funds associated with settlement checks sent to Settlement Class
24 members that are not cashed within one hundred eighty (180) calendar days of issuance
25 shall be sent to the California State Controller's Office: Unclaimed Property Fund. Any
26 cash benefit owed to any Settlement Class member whose addresses cannot be located
27

(after use of the search processes described in Section 6.1) shall also be sent to the California State Controller's Office: Unclaimed Property Fund.

10.7 Payment to LWDA. Jason Mitchiner, as an allegedly aggrieved employee, filed this lawsuit on behalf of other current and former employees under PAGA. From the TSP, \$50,000 is allocated to and designated as penalties pursuant to PAGA, seventy-five percent (75%) of which shall be paid to the LWDA. Within twenty (20) calendar days after receipt of the funds described in Section 9.3 above, the Claims Administrator shall pay \$37,500 to the LWDA from the Settlement Fund. This payment shall constitute full satisfaction of the obligation, if any, to pay civil penalties to the LWDA pursuant to California Labor Code Section 2699(i).

10.8 Maintenance of Records. The Claims Administrator shall maintain complete, accurate, and detailed records regarding notice and the administration of the Settlement Fund, including but not limited to, any objection to proposed benefits and the resolution thereof and any and all receipts by and disbursements from the Settlement Fund. The Claims Administrator shall make such records available to counsel for the Parties or to their designee upon reasonable request and at reasonable times. Upon request, the Claims Administrator shall provide such records to Defendants in an electronic format designated by Defendant. The Claims Administrator shall maintain all records for a period of not less than four (4) years following the expiration of the Final Effective Date.

10.9 Non-Cashed Settlement Checks. Settlement payment checks shall be valid for a period of one hundred and eighty (180) calendar days after they are mailed, and thereafter, will be cancelled. If any checks remain uncashed or not deposited, the Claims Administrator will, within two hundred (200) calendar days after the checks are mailed, pay the amount of the Settlement payment to the California State Controller's Unclaimed Property Division in accordance with California Unclaimed Property Law so that the Settlement Class Member and/or Aggrieved Employee will have his or her Settlement amount available to him or her per the applicable claim procedure to request that money from the State of California..

1 **11. SETTLEMENT CLASS COUNSEL'S FEES, COSTS, AND EXPENSES AND**
2 **SETTLEMENT CLASS REPRESENTATIVE'S INCENTIVE PAYMENT**

3 **11.1 Settlement Class Counsel's Fees, Costs, and Expenses.** In connection with the
4 motion for final approval, Settlement Class Counsel shall file a motion with the Court seeking
5 approval of an award of attorneys' fees in an aggregate amount that does not exceed the sum of
6 Four Hundred Eighty Five Thousand Dollars And Zero Cents (\$485,000.00), 33% of the TSP, and
7 an award of costs and expenses that does not exceed \$20,000.00. In the event that any Court
8 approves an award in excess of Four Hundred Eighty Five Thousand Dollars And Zero Cents
9 (\$485,000.00) for attorneys' fees or in excess of \$20,000.00 for costs and expenses, Settlement
10 Class Counsel shall be paid only the amounts listed in this Section. This award of attorneys' fees
11 shall be supported by Class Counsel's moving papers submitted to the Court. The amounts so paid
12 shall be for and in complete satisfaction of all attorneys' fees, costs, and expenses incurred to date
13 by the Settlement Class Representative, Settlement Class Counsel on behalf of the Settlement
14 Class Representative and the Settlement Class, and of all such future fees, costs, and expenses,
15 including fees, costs, and expenses incurred in documenting this Settlement, securing Court
16 approval of this Settlement, monitoring this Settlement, reviewing and participating in the notice,
17 claims, and distribution administration process, and obtaining the Final Approval Order. The
18 Claims Administrator will give Settlement Class Counsel an IRS Form 1099 for the paid
19 Settlement Class Counsel's Fees, Costs, and Expenses. Not later than the Final Effective Date,
20 Settlement Class Counsel shall provide a fully and properly executed IRS Form W-9 for purposes
21 of the payments which the Claims Administrator will make to Settlement Class Counsel.

22 **11.2 Incentive Payment.** In connection with the motion for final approval, Settlement
23 Class Counsel shall submit a request to the Court seeking approval for an award of an incentive
24 payment to the Settlement Class Representative appointed by the Court that does not exceed the
25 sum of Ten Thousand Dollars (\$10,000.00). Such payment shall be in addition to the Settlement
26 Class Representative's cash benefit under Section 10. In the event that any Court awards an
27 incentive payment in excess of Ten Thousand Dollars (\$10,000.00) to the Settlement Class

Representative, the Settlement Class Representative shall be paid only Ten Thousand Dollars (\$10,000.00). The Claims Administrator shall mail the incentive payment check to the Settlement Class Representative (care of Settlement Class Counsel) within ten (10) calendar days after receipt of the funds described in Section 9.3 above. The Settlement Class Representative agrees that the incentive payment is not a wage payment. The Claims Administrator shall issue an IRS Form 1099 to the Settlement Class Representative for the incentive payment. Such an incentive payment is justified as Settlement Class Member initiated this lawsuit, performed work with Class Counsel to investigate the claims alleged; communicated with Class Counsel during this matter, searched for and provided documents related to the Settled Claims and his own employment to Class Counsel; answered questions asked of him by Class Counsel; prepared for the possibility of being deposed; risked paying legal costs if this matter resolved in favor of Defendants; and in recognition of the stigma for filing a class action lawsuit and related potential negative impact on job opportunities of the Settlement Class Representative.

11.3 No Additional Fees, Costs, or Expenses. Except as provided herein, each Settlement Class member shall bear his/her/its own attorneys' fees, costs, and expenses incurred in connection with any claim against Defendants.

12. FINAL ACCOUNTING AND DISPOSITION OF SETTLEMENT MONIES

12.1 Final Accounting. By no later than ninety (90) calendar days after the earlier of (a) the Settlement Termination Date or (b) the occurrence of both the Final Effective Date and the distribution of all checks referenced in Section 10.6, the Claims Administrator shall submit to the Parties a final accounting of all monies paid into and out of the Settlement Fund.

12.2 No Further Obligations. Upon receipt of the final accounting referenced in Section 12.1 and the satisfaction of the final invoice referenced in Section 9.5, Defendants shall have no obligation to provide further funding pursuant to this Agreement.

13. RELEASES

13.1 Final Approval Order. The Final Approval Order shall include a release by the Releasing Parties of and from any and all Settled Claims.

1 **13.2 Release.** Except for the obligations and rights created by this Agreement, the
2 Releasing Parties hereby release and absolutely and forever discharge Defendants and all other
3 Released Parties and Persons of and from any and all Settled Claims.

4 **13.3 California Civil Code Section 1542.**

5 **13.3.1 Settlement Class Representative.** To the fullest extent permitted by law,
6 the Settlement Class Representative waives and relinquishes any and all rights or benefits
7 he has or may have under California Civil Code Section 1542, or any comparable
8 provision of state or federal law. California Civil Code Section 1542 provides:

9
10 “A general release does not extend to claims that the creditor or
11 releasing party does not know or suspect to exist in his or her favor
12 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.”

13 The Settlement Class Representative acknowledges that he is aware that he or his
14 attorneys may hereafter discover claims or facts in addition to or different from those now
15 known or believed to be true with respect to the subject matter of this Agreement and/or
16 the Settled Claims. The Settlement Class Representative acknowledges that he intends to
17 and will fully, finally, and forever settle and release any and all claims, including but not
18 limited to the Settled Claims described in Section 2.30, whether known or unknown,
19 suspected or unsuspected, which now exist, hereinafter may exist, or heretofore may have
20 existed. In furtherance of this intention, the releases contained in this Agreement shall be
21 and remain in effect as full and complete releases by the Settlement Class Representative
22 without regard to the subsequent discovery or existence of such different or additional
23 claims or facts.

24 **14. RIGHT TO OBJECT**

25 **14.1 Procedure.** Any Settlement Class member, on his or her own, or through an
26 attorney hired at his or her own expense, may object to the proposed settlement or the requests for
27 attorneys’ fees, costs/expenses, and/or an incentive award. To be considered, such objections
28 must: (1) be filed with the Court and served on Settlement Class Counsel and Defendants’ counsel

during the Objection Period; and be in writing and include all of the following information: (a) the name of this Action; (b) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number; (d) the identify of any current or former lawyer, if any, who may be entitled to compensation for any reason related to the objection; or (2) must be sent in writing to the Claim Administrator and include the information included above in sections 14.1(1)(a)-(d); or (3) objections may be made by appearing at the Final Approval Hearing and orally voicing such objections before the Court. Any objections not raised properly and timely will be waived. The Objection Period shall be extended by ten (10) days for any Settlement Class Member whose Class Notice is remailed in conjunction with Section 6.3.

14.2 Dispute of Workweeks by Settlement Class Member: The Class Notice shall provide that any Settlement Class Member may, by inquiry to the Claims Administrator, receive details about the information used to calculate that Settlement Class Member's Individual Allocation amount. If any Settlement Class Member disputes the information used to calculate the Settlement Class Member Allocation Amount, the Settlement Class Member may state the basis of his or her disagreement and submit documentation supporting the Settlement Class Member's position. To be valid, a dispute must be in writing, be postmarked or fax stamped during the Opt Out Period and returned to the Claim Administrator at the specified address or fax telephone number stated in the Class Notice and contain: (1) the Settlement Class Member's full name, signature, address, and telephone number; (2) the number of workweeks the Settlement Class Member contends is correct; and (3) any evidence supporting his/her contention. The date of the postmark on the return mailing envelope or fax stamp shall be the exclusive means used to determine whether the dispute was timely submitted. The time for a Settlement Class Member to dispute his or her workweeks will be increased by ten (10) calendar days if the Settlement Class Member's Class Notice is remailed in accordance with Section 6.3. The workweeks identified for each Settlement Class Member will be presumed to be correct, unless a particular Settlement Class Member proves otherwise to the Claim Administrator by credible evidence. The Claim

1 Administrator shall notify Defendants' counsel of any dispute so raised. The Claim Administrator
2 shall make the final, non-appealable determination as to all valid workweek disputes. To the extent
3 any challenge affects the calculation of Settlement Class Member Allocation Amounts for other
4 Settlement Class Members, such amounts shall be recalculated using the information resulting
5 from the challenge.

6 **15. NOTICES**

7 **15.1 Designated Recipients.** Unless otherwise specified in this Agreement or agreed to
8 in writing by the Party receiving such communication, all notices, requests, or other required
9 communications hereunder shall be in writing and shall be sent by one of the following methods:
10 (a) by electronic mail; (b) by first class mail, postage prepaid; or (c) by personal or overnight
11 delivery (including by Federal Express or other courier service). All such communications shall
12 be sent to the undersigned persons at their respective addresses as set forth herein.

13 Settlement Class Counsel:

14 Jonathan M. Lebe (jon@lebelaw.com)
15 Zachary Gershman (zachary@lebelaw.com)
16 Lebe Law, APLC
777 S. Alameda Street, Second Floor
Los Angeles, CA 90021

17 Defendant:

18 Adam Levin (axl@msk.com)
19 Corey Singer (cgs@msk.com)
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor
Los Angeles, California 90067

21 Notice shall be deemed effective: (1) if given by electronic means, at the time of
22 transmission if the sender does not receive an error message; and (2) if given by mail or personal
23 delivery, when signed for or when delivery is refused.

24 **15.2 Changes in Designated Recipients.** Any Party may re-designate the Person to
25 receive notices, requests, demands, or other communications required or permitted by this
26 Agreement by providing written notice to the other Parties and the Claims Administrator.

1 **16. MISCELLANEOUS**

2 **16.1 Entire Agreement.** This Agreement supersedes and replaces any and all other
3 prior agreements and all negotiations leading up to the execution of this Agreement, whether oral
4 or in writing, between the Parties with respect to the subject matter hereof. The Parties
5 acknowledge that no representations, inducements, promises, or statements, oral or otherwise,
6 have been made or relied upon by any of the Parties or by anyone acting on behalf of the Parties
7 which are not embodied or incorporated by reference herein, and further agree that no other
8 covenant, representation, inducement, promise or statement not set forth in writing in this
9 Agreement shall be valid or binding.

10 **16.2 Modification or Amendment.** This Agreement may not be modified or amended,
11 except in writing with the unanimous consent of the Parties and with the approval of the Court.

12 **16.3 Execution in Counterparts.** This Agreement may be executed by signature of the
13 Parties hereto, or their authorized representatives, on multiple copies of this Agreement, including
14 copies transmitted by electronic portable document format (PDF), and, upon being so executed by
15 all Parties hereto, shall be effective as if all signatures appeared on the original of this Agreement.

16 **16.4 Authority of Counsel.** Settlement Class Counsel are authorized by the members
17 of the Settlement Class, and by the Court, to take all appropriate action required and permitted to
18 be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and, subject to
19 Court approval, are authorized to enter into any modification or amendments to this Agreement on
20 behalf of the Settlement Class which they deem appropriate.

21 **16.5 Headings.** The headings of the sections, paragraphs, subparagraphs, and exhibits
22 of this Agreement are included for convenience only and shall not be deemed to constitute part of
23 this Agreement or to affect its construction.

24 **16.6 Liens.** The Parties released under this Agreement shall have no obligation to pay
25 or otherwise resolve any liens that are or may be asserted against settlement payments to members
26 of the Settlement Class pursuant to the terms of this Agreement. In the event any such lien is
27

1 asserted, it is the responsibility of the Settlement Class Member to pay, compromise, or otherwise
2 resolve the lien at no cost to Defendant, the Released Parties, or the Settlement Fund.

3 **16.7 No Encouragement to Opt Out.** The Parties agree that neither they nor their
4 counsel will solicit or otherwise directly or indirectly encourage Settlement Class Members to
5 request exclusion from the Settlement Class, to object to this Settlement, or to appeal from the
6 Final Approval Order. The Settlement Class Representative will not request exclusion from the
7 Settlement Class. The Settlement Class Representative and Settlement Class Counsel will not
8 object to this Settlement and will not appeal from the Final Approval Order, or any portion of it.

9 **16.8 Gender.** Whenever in this Agreement the context so requires, the neutral gender
10 shall refer to and include the masculine or feminine or non-binary, and the singular shall refer to
11 and include the plural.

12 **16.9 Cooperation And Further Acts.** The Parties and their counsel agree to cooperate
13 fully with one another and to use their best efforts to effectuate the settlement, including without
14 limitation, in seeking preliminary approval and final approval of the Agreement, carrying out the
15 terms of this Agreement, and promptly agreeing upon and executing all such other documentation
16 as may be reasonably required to obtain final Court approval of the settlement. The Parties shall
17 cooperate in good faith and undertake all reasonable actions and steps to accomplish the events
18 described in this Agreement.

19 **16.10 Beneficiaries.** This Agreement shall be binding upon the Parties and each of them,
20 and each of their respective heirs, successors, and assignees, and shall inure to the benefit of the
21 Parties, as well as to each of the Released Parties, each of whom shall be deemed a third party
22 beneficiary of this Agreement.

23 **16.11 Choice of Law and Jurisdiction.** This Agreement in all respects shall be
24 interpreted, enforced, and governed by and under the laws of the State of California applicable to
25 instruments, Persons, and transactions which have legal contacts and relationships solely within
26 the State of California. Any action pertaining to the terms of this Agreement that is not covered
27

by Section 4.1 shall be brought in a court of competent jurisdiction located in the State of California.

16.12 Warranty Regarding Advice. Settlement Class Counsel warrants that the Settlement Class Representative has been fully advised of and agrees to the terms of this Agreement. The Settlement Class Representative hereby acknowledges that he has been represented by legal counsel throughout all negotiations which preceded the execution of this Agreement, and that this Agreement has been executed with the consent and on the advice of said counsel.

16.13 No Tax Advice. None of the Released Parties has any responsibility or liability for any tax matters relating to any payments made under this Agreement including, but not limited to, tax advice and/or the withholding of or reporting of taxes.

AGREED TO AND ACCEPTED.

JASON MITCHINER

Dated: Nov 30, 2021

By: Jason Mitchiner
Jason Mitchiner (Nov 30, 2021 15:10 PST)

Jason Mitchiner
Settlement Class Representative

MOVE SALES, INC.

Dated: 12/6/2021

By: Terry Kontonickas

Its: V.P. Litigation & Administratioon

MOVE, INC.

Dated: 12/6/2021

By: Terry Kontonickas

Its: V.P. Litigation & Administratioon

1 **APPROVED AS TO FORM.**

2 **LEBE LAW, APLC**

3
4 Dated: Nov. 30, 2021

By: _____


Jonathan M. Lebe
Zachary T. Gershman
Settlement Class Counsel

6 **MITCHELL SILBERBERG & KNUPP LLP**

7
8 Dated: _____

By: _____

Adam Levin
Attorneys for Defendants
MOVE SALES, INC. and MOVE INC.

1 **APPROVED AS TO FORM.**

2 **LEBE LAW, APLC**

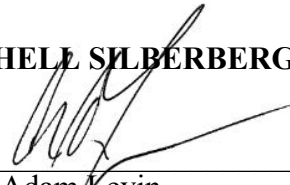
3
4 Dated: _____

By: _____

Jon Lebe
Settlement Class Counsel

6
7 **MITCHELL SILBERBERG & KNUPP LLP**

8 Dated: December 13, 2021

By:  _____

Adam Levin
Attorneys for Defendants
MOVE SALES, INC. and MOVE INC.

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

Mitchiner v. Move Sales, Inc. DBA Realtor.Com et al.
Superior Court, County of Los Angeles
Case No. 20STCV23141

To: All persons who have been, or currently are, employed by Move Sales, Inc. dba Realtor.com (“Move Sales” or “Defendant”) as hourly or non-exempt employees from April 6, 2016 to November 19, 2021 or who have been, or currently employed, by Defendant as exempt employees from March 13, 2020 to November 19, 2021.

**THIS NOTICE MAY AFFECT YOUR RIGHTS.
PLEASE READ IT CAREFULLY.**

You are receiving this notice because Move Sales’ records indicate that you may be entitled to participate in this class action settlement.

The following recitation does not constitute the findings of the Court. Move Sales adamantly denies any and all liability. This Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (“Notice”) should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

I. WHY IT IS IMPORTANT TO READ THIS NOTICE:

The Superior Court of the State of California in and for the County of Los Angeles (the “Court”) has granted preliminary approval to a proposed Settlement (defined below) of a class action lawsuit and representative action regarding wage and hour claims of all persons who have been, or currently are, employed by Move Sales as hourly or non-exempt employees from April 6, 2016 to November 19, 2021 (“Non-Exempt Class Members”), or who have been, or currently employed, by Defendant as exempt employees from March 13, 2020 to November 19, 2021 (“Exempt Class Members”) bearing case number 20STCV23141 (the “Litigation”).

Because your rights may be affected by the Settlement (defined below), it is important that you read this notice carefully. Move Sales’ records show that you were employed by Move Sales in California, as a non-exempt our hourly employee sometime from April 6, 2016 to November 19, 2021 or as an exempt employee sometime from March 13, 2020 to November 19, 2021. Therefore, you are a “Class Member” in this Litigation.

The purpose of this Notice is to provide you with a brief description of the Litigation, what investigation of the claims has taken place, and, finally, to inform you of the terms of the proposed Settlement (defined below) and to discuss your rights and options in connection with the lawsuit and the Settlement (defined below).

II. WHAT THE CASE IS ABOUT:

A former Move Sales employee filed a class action against Move Sales alleging that certain of Move Sales' wage and hour practices violated California law. Specifically, the case alleges the following claims against Move Sales:

(1) Failure To Pay Earned Wages (California Labor Code §§ 204 and 210); (2) Failure To Pay Minimum Wages (California Labor Code §§ 510, 1194, 1194.2, 1197, and 1198); (3) Failure to Pay Overtime Compensation (California Labor Code §§ 510, 1198); (4) Unlawful Deduction of Wages (California Labor Code § 221); (5) Failure to Provide Meal Breaks (California Labor §§ 226.7, 512(a), 1198); (6) Failure to Reimburse for Business Expenses (California Labor Code §§ 2800, 2802); (7) Failure to Provide and Maintain Itemized and Accurate Wage Statements (California Labor Code §§ 226(a), 1174(d), and 1198); (8) Failure to Timely Pay All Wages Due Upon Separation of Employment Including Unused, Vested Vacation Wages (California Labor Code §§ 201, 202, 203, and 227.3); (9) Unfair Competition (California Bus. & Prof. Code § 17200, *et seq.*; and (10) Enforcement of Labor Code § 2698 *et seq.* (“PAGA”) including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (including penalties under the California Labor Code’s Private Attorneys General Act of 2004, as amended, California Labor Code section 2698, *et seq.*), liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, including without limitation, California Labor Code sections 201, 202, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, or 2802, California Code of Civil Procedure section 1021, California Business and Professions Code section 17200, *et seq.*, penalties or other payments which in any way arise out of, are based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5, 1198.5(k), or 1199, any California Industrial Commission Wage Order, and any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of expenses. In bringing his claims against Move Sales, the Class Representative sought to obtain, among other things, unpaid wages, interest, attorneys’ fees, statutory penalties, and civil penalties on behalf of other employees of Move Sales.

Move Sales adamantly denies each, every, and all of the allegations of the Litigation, and maintains that it complied with all California wage and hour laws, such that the Class Representative cannot properly recover any damages including but not limited to civil penalties under California law. Although Move Sales denies these allegations, it has chosen to resolve the matter based upon the terms and conditions set forth in the Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement” or “Settlement”). The Court will determine whether or not to grant final approval of this Settlement.

The Settlement provides for the certification, for settlement purposes only, of all persons who have been, or currently are, employed by Move Sales as hourly or non-exempt employees from April 6, 2016 to November 19, 2021, or who have been, or currently employed, by Defendant as exempt employees from March 13, 2020 to November 19, 2021.

The terms of the Settlement are set forth more fully in the next section, but generally Move Sales has agreed to pay up to \$1,470,000 to resolve the Litigation, should the Court grant final approval to the proposed Settlement.

III. THE TERMS OF THE CONDITIONAL CLASS ACTION SETTLEMENT:

On behalf of the Class Members, the Class Representative has reached a Settlement with Move Sales and on [the preliminary approval date], the Court conditionally certified two classes, for settlement purposes only, comprised of the following persons (collectively, the “Class”):

All current and former hourly or non-exempt employees of Defendant in California from April 6, 2016 to November 19, 2021; and

All current and former exempt employees of Defendant in California from March 13, 2020 to November 19, 2021.

Without admitting liability, Move Sales has agreed to pay \$1,470,000 for Settlement of the claims in this matter (the "Settlement Sum"). Class Members who do not opt out of the Class pursuant to the procedures set forth in this Notice ("Settlement Class Members") will be bound by the Settlement and will release Move Sales and all Released Parties (defined below) for the Released Claims (defined below) (see below for more information).

This Settlement is conditioned upon the Superior Court of the State of California in and for the County of Los Angeles, entering an order at or following the hearing finally approving the Settlement (the "Settlement Hearing") as fair, reasonable, adequate, and in the best interests of the Settlement Class.

The following payments will be sought, subject to final approval by the Court, from the Settlement Sum of \$1,470,000:

- (1) Payment in an amount not to exceed \$10,000 to the Class Representative, Jason Mitchiner, in addition to the sum that he will receive as a Settlement Class Member, to compensate him for acting on behalf of the Class, including the time he expended to fulfill the role of Class Representative (e.g., assisting with the investigation of the claims);
- (2) Payment in an amount not to exceed \$485,000 in fees to Class Counsel as attorneys' fees, to compensate them for their services;
- (3) Payment in an amount not to exceed \$20,000 in litigation costs and expenses to Class Counsel, to reimburse Class Counsel for actual litigation costs and expenses expended in this matter by Class Counsel;
- (4) Payment in an amount of up to \$15,000.00 to the Settlement Administrator, XXXX, for the fees and costs of administering this Settlement; and
- (5) Payment in an amount of \$37,500 to the California Labor Workforce and Development Agency ("LWDA") for the State of California's share of the \$50,000 allocated as penalties pursuant to the California Labor Code Private Attorney General Act of 2004 ("PAGA").

The Net Settlement Sum that is available to pay Settlement Class Members will be the Gross Settlement Sum less the above-mentioned requested payments which are subject to final approval by the Court. The Net Settlement Sum is estimated to be approximately \$XXXXXX, and will be automatically distributed to Class Members who do not opt out of this Settlement (i.e. Settlement Class Members), and these gross individual shares are known as the "Individual Settlement Amount." The Individual Settlement Amount for each Settlement Class Member shall be determined on a pro-rata basis based on their number of workweeks (any week in which the Class Member worked at least one (1) day) during the Class Period. Each Individual Settlement Amount shall be allocated as 34% wages and 66% interest and penalties. The wage portion of each Individual Settlement Amount is subject to employee's share of state and federal employment and payroll taxes and withholdings prior to distribution to Settlement Class Members.

V. WHAT IS YOUR EXPECTED SHARE:

As discussed above, the Net Settlement Sum will be automatically distributed to Class Members who do not opt out of this Settlement, based on their respective number of workweeks.

Defendant's records reflect that you worked [insert number of workweeks] workweeks during the Class Period, and based on this number of workweeks, your gross Individual Settlement Amount is estimated to be [insert estimated amount].

The amount stated herein as your estimated Individual Settlement Amount may change depending on the number of Class Members who do not opt-out and the Court's order with respect to the requests for attorneys' fees, litigation costs and expenses, awards to class representative, administration expenses, and PAGA payment. Further, as discussed above, your gross Individual Settlement Amount will be allocated as 34% wages (reported on an IRS Form W-4), and 66% interest and penalties (reported on an IRS Form 1099). The wage portion is subject to employee's share of state and federal employment and payroll taxes and withholdings prior to distribution.

VI. WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

You have received this Notice because Move Sales' records indicate that you are a member of the conditionally certified Class. You have the following four options:

1. **IF YOU WISH TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND REMAIN A MEMBER OF THE SETTLEMENT CLASS AND BE ISSUED A PAYMENT UNDER THE SETTLEMENT, YOU (or in the event of a deceased Class Member, the estate or authorized beneficiary) ARE NOT REQUIRED TO TAKE ANY FURTHER ACTION.** You will be issued payment if the Court grants final approval to the Settlement and Judgment becomes final, and you will release the Released Parties for the Released Claims (see next section for definition of "Released Claims" and "Released Parties"). If you wish to receive a payment under the Settlement, you must not "Opt Out" of the Settlement. **To ensure receipt of your payment, you must make sure that your correct mailing address is on file with the Settlement Administrator.**
2. **YOU MAY ELECT TO "OPT OUT" OF THE SETTLEMENT CLASS AND THUS EXCLUDE YOURSELF FROM THE SETTLEMENT INCLUDING: (1) RECEIVING THE ASSOCIATED INDIVIDUAL SETTLEMENT AMOUNT PAYMENT, EXCEPT FOR THE AMOUNT YOU WILL RECEIVE AS AN AGGRIEVED EMPLOYEE UNDER THE PAGA; AND (2) THE ASSOCIATED RELEASE OF CLAIMS AND STIPULATED JUDGMENT, EXCEPT FOR CLAIMS UNDER THE PAGA.** If you wish to exercise this option, you must mail to the Settlement Administrator an Opt Out request, in writing and signed, which clearly states that the Class Member wishes to be excluded from the Settlement of *Mitchiner v. Move Sales, et al.*, Los Angeles Superior Court Case No. 20STCV23141, provides the Class Members' name, address, and telephone number, and is postmarked on or before

the [Opt Out Response Deadline]. If a timely and complete Opt Out request is not received by the Settlement Administrator postmarked on or before the [Opt Out Response Deadline], you will be deemed to have forever waived your right to opt out of the Settlement Class. Class Members who do not properly opt out of the Settlement shall be Members of the Settlement Class. Class Members who do properly opt out of the Settlement shall not be bound by the terms of the Settlement, except for the release of claims under the PAGA, and shall not be entitled to any benefits as a result of this Settlement, including payment of any Individual Settlement Amount, except for the amount that you are entitled to as an aggrieved employee under the PAGA.

3. **FINALLY, PROVIDED YOU DO NOT OPT OUT OF THE SETTLEMENT CLASS, YOU MAY OBJECT TO THE SETTLEMENT.** You may object to the Settlement by mailing written objections to the Claims Administrator, postmarked on or before [insert Objection Deadline], to the following address: XXXXXXXXX. The written objection must include all of the following information: (a) the name of this Action (*Jason Mitchiner v. Move Sales, et al.*, Los Angeles Superior Court Case No. 20STCV23141); (b) the objector's full name, address, and telephone number (and, if applicable, the objector's lawyer's full name, address, and telephone number); (c) the identify of any current or former lawyer, if any, who may be entitled to compensation for any reason related to the objection, that you wish to object to the Settlement, and the basis for the objection. You may also object to the settlement by filing such objections with the court and serving such objections on Settlement Class Counsel and Defendant's counsel, including all the information (a)-(c) included above on or before [insert Objection Deadline]. Alternatively, you may voice an oral objection at the final approval hearing on: XXXXXXXXX by making an appearance or obtain an attorney to enter an appearance for you at the final approval hearing at your own expense. Class Members who choose this option will be responsible for any attorneys' fees or costs incurred as a result of this election. Due to the ongoing COVID-19 pandemic the Court has instituted a social-distancing program, and you may not be able to enter the courthouse, or otherwise may have to access the final approval hearing remotely. Information regarding the Court's social distancing program may be found at: <https://www.lacourt.org/>

If you take no action, you will remain a member of the Settlement Class. A Class Member who does not opt out of participation in the Settlement will be bound by the Judgment and be issued payment under the Settlement. If you remain a member of the Settlement Class, you will be represented by the attorneys for Plaintiff, who has been designated by the Court as Class Counsel. Class Counsel's contact information can be found below Section IX.

VII. RELEASE OF CLAIMS OF SETTLEMENT CLASS MEMBERS:

If the Court grants final approval of the Settlement, Class Members who do not Opt Out of the Settlement, will be subject to the Judgment rendered by the Court pursuant to the Settlement Agreement and be precluded from bringing Released Claims in the future for the period from April 6, 2016 up to and including November 19, 2021, as to Non-Exempt Class Members, and March 13, 2020 up to and including November 19, 2021, as to the Exempt Class Members.

Specifically, after final approval by the Court, the Settlement will fully release and discharge all Released Claims (as defined below) of Settlement Class Members against Released Parties which shall mean shall mean Defendant, and all of its respective current and former members, owners, officers, directors, employees, partners, shareholders, agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives. (“Released Parties”).

“Released Claims” as to the Non-Exempt Class Members means and refers, in connection with the employment of the Non-Exempt Class Members from April 6, 2016 through November 19, 2021, to any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, of every kind and/or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, regardless of legal theory or type or amount of relief or damages claimed, which Defendant now has or at any time ever had against Released Party through the date the Preliminary Approval Order is entered, which in any way arises out of, is based on, or relates in any way to the facts alleged in the Complaint, which specifically includes: (a) minimum, regular, and/or overtime wages allegedly due; (b) meal or rest periods allegedly missed, not provided, and/or denied; (c) check stubs, wage statements, documentation, information, or records provided, delivered, or maintained, or not provided, delivered, or maintained; (d) the payment, non-payment, or timeliness of payment of wages or premiums due or allegedly due; (e) record-keeping obligations; (f) the payment or non-payment of reimbursements required under California Labor Code Section 2802; (g) violation or alleged violation of California Labor Code Sections 201, 202, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, or 2802, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of expenses; (h) attorneys’ fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; (i) any other claims that any Defendant has arising out of, based upon, or relating to the allegations contained in the Complaint or in the PAGA Letter; and (j) penalties or other payments which in any way arise out of, are based on, or relate in any way to any of the foregoing, including but not limited to penalties, premiums, or payments under California Labor Code Sections 203, 210, 226(e), 226(f), 226.3, 226.7, 558, 1174.5, 1198.5(k), or 1199, any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the payment of minimum, regular, and/or overtime wages, meal or rest period premiums, timing of payments, check stubs or wage statements, record-keeping obligations, and/or reimbursement of expenses. Without in any way limiting the foregoing, Released Claims as to the Non-Exempt Class Members shall include all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action under statutes and regulations set forth in this Section regarding Non-Exempt Class Members, whether enforced directly or pursuant to the PAGA, California Business and Professions Code Section 17200, *et seq.*, or any other mechanism.

“Released Claims” as to the Exempt Class Members means and refers, in connection with the employment of the Exempt Class Members from March 13, 2020, through November 19, 2021, to any and all claims, liabilities, rights, demands, suits, matters, obligations, liens, damages, losses, costs, expenses, debts, actions, and causes of action, of every kind and/or nature whatsoever, whether now known or unknown, suspected or unsuspected, asserted or unasserted, latent or patent, regardless of legal theory or type or amount of relief or damages claimed, which

Releasing Party now has or at any time ever had against Released Party through the date the Preliminary Approval Order is entered, and which in any way arises out of, is based on, or relates in any way to the facts alleged in the Complaint regarding Defendants' alleged failure to provide payment or non-payment of reimbursements required under California Labor Code Section 2802, or any derivative violations thereof, including violations or alleged violation of California Labor Code Section 2802, any California Industrial Commission Wage Order Section regarding the reimbursement of expenses, and/or any other statute or regulation regarding the reimbursement of expenses; attorneys' fees due or allegedly due under California Labor Code Section 218.5 or any other statute, regulation, or contractual provision; any other claims that any Releasing Party has arising out of, based upon, or relating to the allegations contained in the Complaint or in the PAGA Letter regarding the reimbursements of business expenses; and penalties or other payments which in any way arise out of, are based on, or relate in any way to the reimbursement of expenses, including but not limited to penalties, premiums, or payments under any California Industrial Commission Wage Order, and/or any other statute or regulation regarding the reimbursement of expenses.

Class Members who do not properly Opt-Out will be deemed to have acknowledged and agreed that their claims for wages, any other form of compensation, and/or penalties in the Action are disputed and subject to a bona fide dispute, and that the Settlement Payments constitute payment of all sums allegedly due to them.

VIII. THE NEXT STEP:

The Settlement Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ on _____ in Department 12 of the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

You are not required to attend the Settlement Hearing, although any Class Member is welcome to attend the hearing.

IX. HOW TO OBTAIN ADDITIONAL INFORMATION:

This Notice is only a summary of the class action lawsuit and the associated Settlement. For more information, you may inspect the Court files and the Settlement Agreement at the Los Angeles County Courthouse, located at 111 North Hill Street, Los Angeles, CA 90012

You may also contact Class Counsel for more information:

Jonathan M. Lebe (SBN 284605)
 Zachary T. Gershman (SBN 328004)
 Nicolas W. Tomas (SBN 339752)
 Lebe Law, APLC
 777 S. Alameda Street, 2nd Floor Los
 Angeles, CA 90021 Telephone:
 (213) 444-1973

For information regarding final approval of this Settlement, you may refer to the Settlement Administrator's website at: **XXXXXXXXXXXXXXXXXX**

PLEASE DO NOT CALL OR WRITE TO THE COURT ABOUT THIS NOTICE.