

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement ("Stipulation and Settlement") is made and entered into by and between Plaintiff Katrina Keller ("Plaintiff" or "Class Representative"), individually and on behalf of the Settlement Class, and Defendant Select Funding LLC ("Defendant" or "Select Funding"), subject to the terms and conditions hereof and the Court's approval.

A. Definitions.

1. "Action" means the class action and PAGA representative action case filed by Plaintiff on January 29, 2021 in Ventura Superior County Superior Court based on Plaintiff's June 1, 2020 PAGA letter to the LWDA that will be entitled, *Katrina Keller, individually and on behalf of all others similarly situated v. Select Funding LLC, a California limited liability company; and DOES 1 to 100, inclusive*, Case No. 56-2021-00550033-CU-OE-VTA.

2. "Court" means the Superior Court of the State of California for the County of Ventura, where this Action is filed.

3. "Complaint" means the Complaint filed in Ventura County on January 29, 2021, Case No. 56-2021-00550033-CU-OE-VTA.

4. "Check Stale Date" means the date by which any Settlement Payment checks issued from the Distribution Fund shall become stale and void, *i.e.*, a date one hundred eighty (180) days after the date of their issuance.

5. "Claims" means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that reasonably could have been alleged based on the facts alleged in the Action, including, but not limited to claims for: (a) failure to pay timely wages in violation of Labor Code sections 204 and 210; (b) failure to provide accurate itemized wage statements in violation of Labor Code section 226; (c) failure to provide timely, duty-free meal periods and/or pay meal period premiums in violation of Labor Code section 226.7, 512 and IWC Wage Order 4-2001; (d) failure to provide compliant rest periods and/or pay rest period premiums in violation of Labor Code section 226.7 and IWC Wage Order 4-2001; (e) failure to reimburse business expenses in violation of Labor Code section 2802; (f) all claims under PAGA that could have been premised on the claims, causes of action or legal theories described above in (a)–(e); (g) all claims for unfair business practices under California Business & Professions Code Section 17200 *et seq.* that could have been premised on the claims, causes of action or legal theories of relief described above in (a)–(e); and (h) all damages, including, but not limited to, liquidated damages, civil and statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief identified above in (a)–(g). This Release shall include, without limitation, claims that were raised, or that could have been raised based on the allegations in the PAGA Notice to the LWDA dated June 1, 2020, under the applicable Wage Orders and California Labor Code provisions. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

6. "Class Counsel" means Craig J. Ackermann of Ackermann & Tilajef, P.C. and Amir Seyedfarshi of Employment Rights Law Group, APC.

7. "Class Members" shall include and mean all individuals who or were employed by Select Funding LLC in the State of California during the Class Period from June 1, 2016, through the date of final approval (on behalf of each of them and each of their heirs, spouses, executors, administrators, successors, agents and assigns).

8. "Class Period" means the time period from June 1, 2016, through the date of final approval.

9. "Complete And General Release" means an irrevocable and unconditional release given only by the Named Plaintiff releasing the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before the date the Named Plaintiff signs this Stipulation and Settlement, including, but not limited to, the Release of Claims. This provision is intended by the parties to be all encompassing and to act as a full and total release of any claim, whether specifically enumerated herein or not, that Named Plaintiff might have or has had, that exists or ever has existed on or to the date this Stipulation and Settlement is signed. The words "claim" or "claims" includes without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Party through the date Named Plaintiff signs this Agreement and/or arising out of Named Plaintiffs' employment relationship with Defendant and/or the cessation thereof. Notwithstanding the foregoing, this Release for the Named Plaintiff does not cover any workers' compensation claims.

10. "Cost Award" is the attorneys' litigation costs that the Court awards to Class Counsel, which shall not exceed \$5,000.00.

11. "Defendant" means Select Funding LLC.

12. "Distribution Fund" means the amount of money to be distributed to Class Members, which shall be the Settlement Amount, less the sum of: (1) Class Counsel's Fees Award; (2) Class Counsel's Cost Award; (3) Plaintiff's Service Award; (4) Settlement Administration Costs; and (5) the PAGA Allocation.

13. "Effective Date" means the date by which this Settlement is finally approved as provided herein and when the Court's final judgment becomes binding. For purposes of this Agreement, the final judgment becomes binding upon the later of: (i) the day after the last day by which a notice of appeal to the California Court of Appeal of the final judgment may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the Court of Appeal's decision passes, and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal,

and further review of the Court of Appeal's decision is requested, the day after the request for review is denied with prejudice and/or no further review of the judgment can be requested, or (iv) if review is accepted, the day the California Supreme Court affirms the Settlement.

14. "Fees Award" is the attorneys' fees the Court orders Defendant to pay Class Counsel, which shall not exceed one-third of the Settlement Amount.

15. "Final Approval" shall mean the date that the Court issues an order finally approving the Settlement.

16. "Settlement Amount" means \$95,000.00, which is the total amount available for distribution that Defendant has agreed to pay according to the terms of this Stipulation and Settlement. This is not a "claims made" Settlement, meaning no amount of the Settlement Amount shall revert to Defendant for any reason.

17. Defendant is responsible to pay 'employer's payroll taxes on the wage portion of individual settlement awards, in addition to, and apart from, the "Settlement Amount."

18. "Named Plaintiff" or "Plaintiff" is Katrina Keller.

19. "Notice" means the notice that will be sent to Settlement Class Members to inform them of this Action and the proposed Settlement, in substantially the form attached hereto as Exhibit 1 and as approved by the Court.

20. "Objection/Exclusion Deadline" means the deadline sixty (60) days after the mailing of the Notice to Class Members by which Class Members must object to or request exclusion from the Settlement.

21. "PAGA Allocation" means the total amount of money to be paid to the California Labor Workforce Development Agency as its share of penalties under PAGA from the Settlement Amount, which the parties have agreed shall be (\$7,500). Of this amount, 75% (*i.e.*, \$5,625) shall go to the State of California, and 25% (*i.e.*, \$1,875) shall be distributed to Class Members who worked for Select Funding during the PAGA Covered Period.

22. "PAGA Covered Period" shall mean the period from June 1, 2019 through the date of final approval.

23. "PAGA Covered Group" shall include and mean all individuals who are or were employed by Select Funding LLC in the State of California during the PAGA Covered Period from June 1, 2019 through the date of final approval.

24. "Preliminary Approval" shall mean the date that the Court issues an order preliminarily approving the Settlement.

25. "Release of Claims" means the Claims, as defined in paragraph 5, that the Settlement Class Members are releasing under California law in return for the consideration provided by this Agreement, whether arising at law, in contract or in equity and whether for

premiums, unreimbursed business expenses, restitution, penalties, and which arise from conduct occurring during the Class Period as set forth in this Stipulation and Settlement.

26. "Released Parties" means Select Funding LLC as well as its respective parents, subsidiaries, and affiliates, owners, shareholders, insurers and current and former officers, directors, employees and agents.

27. "Service Award" means the amount the Court awards to Plaintiff for being Named in this Action, but not to exceed a total of \$5,000.00.

28. "Settlement Administrator" shall mean CPT Group, Inc., Rust Consulting, Inc., Simpluris, Inc., Atticus Administration, ILYM, or any other settlement administrator that the parties agree to use as an alternative and the Court approves.

29. "Settlement Administration Costs" means the costs incurred by the Settlement Administrator to administer this Settlement. The parties shall agree to a mutually acceptable settlement administrator from the bids received, and the lowest bid shall be selected.

30. "Settlement Class" and "Settlement Class Members" shall include and mean all Class Members who do not properly elect to exclude themselves from this Settlement.

31. "Settlement Payment(s)" means the total amount paid to each Settlement Class Member, which shall be calculated based on each Settlement Class Member's pro rata portion of the Distribution Fund.

32. "Settlement Hearing" is the hearing on the Motion for Final Approval of the Settlement.

B. General.

33. The Action is filed in Ventura County Superior Court, Case No. Case No. 56-2021-00550033-CU-OE-VTA. . The Complaint in the Action alleges the following claims: (1) failure to pay timely wages in violation of Labor Code sections 204 and 210; (2) failure to provide accurate wage statements in violation of Labor Code section 226; (3) failure to provide timely, duty-free meal periods and/or pay missed meal period premiums in violation of Labor Code sections 226.7 and 512 and IWC Wage Order 4-2001; (4) failure to provide compliant rest periods and/or pay rest period premiums in violation of Labor Code section 226.7 and IWC Wage Order 4-2001; (5) failure to reimburse Class Members for necessary expenditures under California Labor Code § 2802; (6) unfair competition in violation of California Business & Professions Code § 17200 *et seq.* based on the foregoing; and (7) civil penalties under the Private Attorneys General Act under California Labor Code § 2698 *et seq.* based on the foregoing. These claims were described in Plaintiff's PAGA Notice to the LWDA dated June 1, 2020.

34. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that the Action is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has always

complied with the California Labor Code and the California Business & Professions Code. Neither this Stipulation and Settlement, nor any document referred to or contemplated in this document, may be used as an admission, concession or indication by or against Select Funding or any Released Parties of any wrongdoing or liability whatsoever.

35. Plaintiff believes that the Action is meritorious and that class and representative treatment for Settlement purposes is appropriate.

36. Class Counsel represents that they have conducted a thorough investigation into the facts of the Action, including informal discovery and exchange of information. This includes, but is not limited to, conducting damages analysis, reviewing and analyzing documents, and interviewing witnesses. Class Counsel further represents that they have done extensive legal research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel represents that they have diligently pursued an investigation of the Class Members' claims against Defendant. Based on the forgoing information, data, and on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Stipulation and Settlement is fair, reasonable, and adequate and is in the best interest of Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and potential appellate issues.

37. For Settlement only, Defendant and Plaintiff stipulate to certification of the Class. If the Stipulation and Settlement do not become effective, the fact that Defendant stipulated to class certification as part of the Settlement will not be admissible or used in any way in connection with any attempt by Plaintiff to certify a class. Defendant expressly reserves its rights to oppose class certification if this Stipulation and Settlement does not become effective.

C. Financial Terms of Settlement.

38. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** Defendant and Plaintiff agree to settle this Action for the Settlement Amount of \$95,000. The Settlement Amount is non-reversionary. The Settlement Amount consists of: (a) the Distribution Fund, which shall be paid out to Settlement Class Members; (b) up to one-third of the Settlement Amount for Class Counsel's Fees Award; (c) up to \$5,000.00 for Class Counsel's Cost Award; (d) up to \$5,000 for the Service Award to Plaintiff; (e) reasonable Settlement Administration Costs; and (f) a PAGA Allocation in the amount of \$7,500, of which 75%, or \$5,625, shall be paid to the LWDA.

(b) **Common Fund Settlement:** This is a common fund Settlement, such that the Settlement Payments will be disbursed without Settlement Class Members needing to make a claim, provided they do not timely exclude themselves from the Settlement.

(c) **Calculation of the Settlement Payments:** Payments will be distributed to Settlement Class Members on a pro rata basis based on the number of weeks worked by Settlement

Class Members during the Class Period. More specifically, the Distribution Fund will be divided by the total number of weeks worked by Settlement Class Members for Select Funding LLC in California during the Class Period (June 1, 2016 through the date of final approval), to ascertain a value per workweek. The value per workweek will then be multiplied by the number of weeks worked during the Class Period by each Settlement Class Member. The 25% PAGA allocated amount of penalties shall be distributed pro rata to the PAGA Covered Group Members, in addition to their allocation of the Settlement Amount as Class members, based on each PAGA Covered Group Members' weeks worked as a percentage of each PAGA Covered Group members' weeks worked during the PAGA Covered Period.

(d) **Tax Allocation of Payments to Settlement Class Members:** 15% of every Settlement Payment will represent wages allegedly due and will be subject to required legal deductions and reported on a Form W-2. The other 85% of every Settlement Payment will represent alleged penalties and interest and will be reflected on a Form 1099. The W-2s and 1099s will be prepared by the Settlement Administrator.

(e) **No Tax Advice:** No party is providing tax advice to the other. To the extent that this Stipulation and Settlement is interpreted to contain or constitute legal advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant and the Released Parties are not responsible for any employee tax obligations related to the allocation of monies paid pursuant to this Stipulation and Settlement except as specifically provided herein.

(f) **Tax Forms and Filings:** The Settlement Administrator will be responsible for issuing all required W-2 forms, 1099 forms, and other tax forms to the Settlement Class Members and Plaintiff under this Stipulation and Settlement.

(g) **No Effect on Employee Benefits:** Settlement Payments to the Settlement Class Members from the Distribution Fund shall not trigger any obligation of any kind whatsoever by Defendant or the Released Parties to make any contributions or payments of any kind to the Settlement Class, including payments related to any retirement benefit accounts. Payments to Settlement Class Members will also not have any effect on any other benefits for Settlement Class Members (*e.g.*, vacation or holiday pay).

(h) **Service Award to Plaintiff:** The Service Award to be paid to Plaintiff Katrina Keller will be awarded by the Court in its discretion for her service as class representative and as consideration for her general release of claims but shall not exceed a total of \$5,000. Defendant shall not oppose Plaintiff's request for a Service Award in the amount described herein. The Plaintiff's Service Award will come from the Settlement Amount. Any amount of the Service Award not approved by the Court will be added to the Distribution Fund.

(i) **PAGA Allocation:** Defendants and Plaintiff agree the PAGA Allocation is \$5,625. The PAGA Allocation will come from the Settlement Amount. Any amount of the PAGA Allocation not approved by the Court will be added to the Distribution Fund.

(j) **Attorneys' Fees and Costs:** Class Counsel may apply for a Fees Award in an amount not to exceed one-third of the Settlement Amount, which represents all past and future attorneys' fees incurred in the Action by all attorneys working on behalf of the Named Plaintiff and Class Members. Additionally, Class Counsel may apply for a Costs Award in an amount not to exceed \$5,000, which represents all past and future attorneys' costs and expenses necessary to prosecute, settle and administer this Action and this Settlement. The Fees Award and Costs Award will come from the Settlement Amount. Any amount of the Fees Award or Costs Award not approved by the Court will be added to the Distribution Fund.

(k) **Settlement Administration Costs:** Subject to Court approval, Defendant will pay the reasonable costs for Settlement Administration, which will be paid from the Settlement Amount. Any amount of the Settlement Administration Costs not approved by the Court will be added to the Distribution Fund.

D. Release by the Settlement Class and Plaintiff.

39. Upon the Effective Date, the Release of Claims by each Settlement Class Member shall take effect. This Release of Claims will be valid during the Class Period. Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that are in any way covered by the Release of Claims.

40. Upon the Effective Date, and in addition to the Release of Claims, the Complete and General Release by Plaintiff, except for the exclusions listed in paragraph 9 above, shall take effect. Plaintiff expressly, knowingly and voluntarily waives all rights under California Civil Code, Section 1542 in connection with her general release of Claims as set forth herein, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542, which states as follows:

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

E. Settlement Notice.

41. As indicated above, Defendant and Plaintiff have agreed to use the Settlement Administrator to perform settlement administration duties, including mailing the notice, using approved, standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any submitted opt-out requests, applying the formula for determining individual settlement amounts, preparing and mailing settlement payments to Settlement Class Members, issuing tax forms and performing such other tasks as set forth herein or as Defendant and Plaintiff mutually agree or that the Court orders.

42. Within thirty (30) calendar days after Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of the Class Members, including name, last known address, social security number, hire and termination date, and number of work weeks worked for

Select Funding LLC in California during the period from June 1, 2016 through the date of final approval. The Settlement Administrator shall keep the list(s) provided by Defendant confidential and shall not provide it to any other persons including Class Members, Plaintiff, or Class Counsel.

43. The Notice, which the Parties will agree upon, and which shall be approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, within forty-five (45) calendar days after Preliminary Approval.

44. If any Notices are returned within fourteen (14) calendar days from the date of mailing, the Settlement Administrator will re-mail the Notice within five (5) business days, using reasonable means to identify the correct address, i.e., through skip traces. The re-mailing of any Notice does not restart or extend the Objection/Exclusion Deadline. The Settlement Administrator will not re-mail any Notices that are returned as non-deliverable after fourteen (14) calendar days from the date of mailing.

45. Twenty-eight (28) days prior to the final approval hearing, the Settlement Administrator shall provide counsel for Defendant and Plaintiff with a declaration of due diligence with regard to the mailing of the Notice.

46. If the procedures in this Stipulation and Settlement is followed and the intended recipient of a Notice still does not receive the Notice, the recipient will nevertheless remain a Class Member and will be bound by the Stipulation and Settlement, including the Release of Claims, should the Settlement become effective.

47. The Notice (or a Share Form accompanying the Notice) will list the number of individual weeks worked by the Class Member in California during the Class Period according to Defendant's records and the estimated Settlement Payment. To the extent a Class Member disputes the number of workweeks listed on his or her Notice, the Class Member may, prior to the Objection/Exclusion Deadline, produce evidence to the Settlement Administrator establishing the number of workweeks the Class Member contends to have worked. Once the Objection/Exclusion Deadline has passed, no Class Member may dispute the number of weeks worked. If a dispute is timely submitted, Defendant's records will be presumed determinative, but Defendant and Plaintiff will evaluate the evidence submitted by the Class Member and will discuss in good faith how many individual workweeks should be credited. If the parties cannot agree, the Settlement Administrator will make the final determination, which will be binding on the parties.

48. Settlement Class Members who wish to object to the Settlement or appear at the final approval hearing to comment on the Settlement must notify the Court of their intent to do so by the Objection/Exclusion Deadline. To be valid, all written objections, supporting papers and/or notices of intent to appear at the final approval hearing must: (1) clearly identify the Action by name (*Keller v. Select Funding LLC*); and (2) be postmarked for service by mail and sent to the Settlement Administrator no later than the Objection/Exclusion Deadline. Settlement Class Members who fail to file and serve timely, written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise permitted by the Judge.

49. Class Members who wish to request exclusion from the Settlement must do so by the Objection/Exclusion Deadline. To be valid, any request for exclusion must: (1) be in writing and postmarked for service by mail to the Settlement Administrator no later than the Objection/Exclusion Deadline; (2) have the Class Member's name and last four digits of his/her social security number, which must match up with the social security number and either first or last name in Defendant's records; (3) have a signature and date; and (4) state "I wish to be excluded from the Settlement in *Keller v. Select Funding LLC* pending in Ventura County Superior Court. I understand that in asking to be excluded from the Settlement class, I will not receive any money as part of the Settlement approved by the Court." Any Class Member who submits a valid, timely request for exclusion will not be bound by the Settlement and will not be entitled to any Settlement Payment provided in the Stipulation and Settlement. Class Members who submit a timely, valid request for exclusion will not be allowed to object to, appeal or comment on the Settlement as it pertains to Settlement Class Members. Class Members who fail to submit a valid, timely request for exclusion will be bound by all of the terms of the Settlement and any final judgment entered in this Action, including the Release of Claims, if the Settlement is approved by the Court. There shall be no right to opt out of the PAGA part of the Settlement.

50. The Settlement Administrator will provide counsel for Defendant and Class Counsel with prompt, regular reports reflecting objections and exclusions.

51. Defendant and Plaintiff, and their respective counsel, will not solicit or otherwise encourage Class Members to submit written objections to or request exclusion from the Settlement. This paragraph will not prevent Class Counsel from responding to questions from Class Members about the Settlement.

52. Defendant will be obligated to fund the Settlement as approved by the Court, up to the Settlement Amount. Defendant will fund the Settlement Amount within 30 days after notice of entry of final approval of the Settlement.

53. No later than fourteen (14) calendar days after receiving funds from Defendant, the Settlement Administrator will mail the Settlement Payments to the Settlement Class Members, the Service Award to Plaintiff, and the Fees Award and Costs Award to Class Counsel.

54. Settlement Payment checks issued to Settlement Class Members from the Distribution Fund shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and will thereafter automatically be canceled if not cashed by the Check Stale Date. Any funds associated with uncashed checks in the Net Settlement Amount shall be distributed pursuant to Code of Civil Procedure section 384 to a *cy pres* to be agreed upon by the parties and approved by the Court.

55. The Settlement Administrator shall provide Class Counsel and Defendant with a declaration of due diligence regarding administration of the Settlement no later than one hundred and eighty (180) calendar days after the Effective Date. Class Counsel will file the declaration of due diligence with the Court by no later than one hundred and ninety (190) calendar days after the Effective Date.

F. Duties of the Plaintiff and Defendant Prior to Court Approval.

56. After execution of this Stipulation and Settlement, Plaintiff shall move the Court for preliminary approval of this Settlement and entry of an order accomplishing the following:

- (a) Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members;
- (b) Approving as to form and content the proposed Notice;
- (c) Directing the mailing of the Notice by first class mail to Class Members;
- (d) Preliminarily approving this Settlement;
- (e) Preliminarily certifying claims in the Action on behalf of the Class for purposes of settlement;
- (f) Preliminarily setting the amount of the Fees Award and Costs Award payable to Class Counsel;
- (g) Preliminarily approving the Service Award, if any, to the Plaintiff; and
- (h) Preliminarily approving Settlement Administration Costs payable to the Settlement Administrator.

The parties shall submit this Stipulation and Settlement in support of the motion for preliminary approval of the settlement.

57. At the same time that Plaintiff files and serves his motion to preliminarily approve the Settlement, she shall also submit it to the LWDA in accordance with Labor Code section 2699(l)(2).

G. Duties of Plaintiff and Defendant Following Final Court Approval.

58. In connection with the hearing on final approval of the Settlement provided for in this Stipulation and Settlement, Plaintiff will submit a proposed final approval order and final judgment accomplishing the following:

- (a) Finally approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Finally approving Class Counsel's Fees Award and Costs Award, the Service Award to Plaintiff and the Settlement Administration Costs; and
- (c) Entering judgment permanently barring: (i) all Settlement Class Members

from prosecuting any Claims released in the Release of Claims against the Released Parties; and (ii) Plaintiff from proceeding with any of the claims released in his Complete and General Release against any of the Released Parties (except for specifically excluded claim).

59. Counsel for Plaintiff shall submit to the LWDA a copy of the judgment in the Lawsuit and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of such judgment or order, in compliance with Labor Code section 2699(l)(3).

H. Terminating the Agreement.

60. If, before the final approval hearing, the number of Class Members who have timely filed valid requests for exclusion from the Class equals or exceeds 10% of the total Class Members, Defendant shall have, at its sole election, the option to terminate and/or rescind this Settlement. Defendant must exercise this right of rescission within 14 calendar days after the last date the settlement administrator notifies the parties of the total number of opt outs.

61. In the event: (i) the Court does not enter the preliminary approval order; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Superior Court does not enter a final judgment and order; or (iv) the Settlement does not become final or effective as defined by the Effective Date for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Superior Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid for by the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

I. Parties' Authority.

62. The signatories to this Stipulation and Settlement represent that they are fully authorized to enter into this Stipulation and Settlement and bind Defendant and Plaintiff to the terms and conditions.

J. Mutual Full Cooperation.

63. Defendant and Plaintiff agree to fully cooperate with each other to accomplish the terms of this Stipulation and Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation and Settlement. Defendant and Plaintiff shall use commercially reasonable efforts, including all efforts contemplated by this Stipulation and Settlement and any other efforts that may become necessary by order of the Court, to effectuate this Stipulation and Settlement and the terms set forth herein. As soon as reasonably practicable after execution of this Stipulation and Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's Preliminary Approval and Final Approval of the

Settlement.

K. No Prior Assignments.

64. Defendant and Plaintiff 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 released and discharged by this Stipulation and Settlement.

L. No Admission.

65. Defendant and the Released Parties deny any and all claims alleged in the Action and deny all wrongdoing whatsoever. This Stipulation and Settlement is not a concession or admission and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

(a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

(b) disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of enforcing this Agreement. However, the Released Parties may file the final judgment, Stipulation and Settlement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion or issue preclusion or similar defense as to the Release of Claims, and/or in defense of any future claim in this or any other proceeding.

M. Enforcement Actions.

66. Except as otherwise provided in this Stipulation and Settlement, in the event that Plaintiff or Defendant institute any legal action or other proceeding against any other party or parties to enforce the provisions of this Stipulation and Settlement or to declare rights and/or obligations under this Stipulation and Settlement, the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

N. No Press Releases.

67. The parties and their counsel agree that they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide

the press or other media or any litigation reporting service with information about the litigation or the parties' Settlement or would otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information; except that Defendant retains the right and discretion to disclose the Settlement as may be required under federal or state laws or generally accepted accounting principles. Notwithstanding this paragraph, the filing of papers in court in this case in support of the parties seeking approval of the settlement or other court papers filed in this case shall not be considered a violation of this paragraph under any circumstances. Plaintiff and Class Counsel further agree that if contacted regarding this case, they will state only that the case has been resolved.

O. Notices.

68. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing by United States registered or certified mail, return receipt requested, or nationally recognized overnight courier service, addressed:

To Co-Class Counsel:

Craig J. Ackermann, Esq.
Ackermann & Tilajef, P.C.
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035

Amir Seyedfarshi, Esq.
Employment Rights Law Group, APC
1180 South Beverly Drive, Suite 610
Los Angeles, California 90035

To Defendant:

Robert H. Pepple, Esq.
Epstein Becker & Green
1925 Century Park East, Suite 500
Los Angeles, California 90067

P. Construction.

69. The parties agree that the terms and conditions of this Stipulation and Settlement are the result of lengthy, intensive, arm's length negotiations between Plaintiff and Defendant and that this Stipulation and Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or their or its counsel participated in the drafting of this Stipulation and Settlement.

Q. Captions and Interpretations.

70. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation and

Settlement or any provision hereof. Each term of this Stipulation and Settlement is contractual and not merely a recital.

R. Modification.

71. This Stipulation and Settlement may not be changed, altered, or modified, except by the Court and/or in a writing and signed by the parties and their counsel, and approved by the Court. This Stipulation and Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties and their counsel.

S. Integration Clause.

72. This Stipulation and Settlement contains the entire agreement between Defendant and Plaintiff relating to the settlement and transaction contemplated hereby, and, upon its full execution by all parties, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

T. Binding on Assigns.

73. This Stipulation and Settlement shall be binding upon and inure to the benefit of the parties hereto (including but not limited to Class Members) and their respective heirs, trustees, executors, administrators, successors and assigns.

U. Signatures of All Class Members Unnecessary to be Binding.

74. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Stipulation and Settlement. The Notice will advise all Class Members of the binding nature of the Release of Claims provided herein and such shall have the same force and effect as if each Class Member executed this Stipulation and Settlement.

V. Counterparts.

75. This Stipulation and Settlement may be executed in counterparts, and when each signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Stipulation and Settlement, which shall be binding upon and effective as to all parties. Signatures may be provided as originals or by scanned, electronic versions delivered via e-mail. Signatures provided as a scanned version delivered via e-mail will be binding and have the same force and effect of an original signature.

02 / 19 / 2021
Dated: _____, 2021

CLASS COUNSEL:

ACKERMANN & TILAJEF, P.C.

By: 
CRAIG J. ACKERMANN, ESQ.

Attorneys for Plaintiff and the Class

02 / 19 / 2021
Dated: _____, 2021

CLASS COUNSEL:

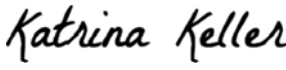
EMPLOYMENT RIGHTS LAW GROUP, APC

By: 
AMIR SEYEDFARSHI, ESQ.

Attorney for Plaintiff and the Class

02 / 18 / 2021
Dated: _____, 2021

CLASS REPRESENTATIVE:


KATRINA KELLER

Dated: _____, 2021

COUNSEL FOR SELECT FUNDING LLC:

EPSTEIN BECKER & GREEN

By: _____
ROBERT H. PEPPLER, ESQ.

Dated: _____, 2021

SELECT FUNDING LLC:

By: _____

Dated: _____, 2021

CLASS COUNSEL:

ACKERMANN & TILAJEF, P.C.

By: _____

CRAIG J. ACKERMANN, ESQ.

Attorneys for Plaintiff and the Class

Dated: _____, 2021

CLASS COUNSEL:

EMPLOYMENT RIGHTS LAW GROUP, APC

By: _____

AMIR SEYEDFARSHI, ESQ.

Attorney for Plaintiff and the Class

Dated: _____, 2021

CLASS REPRESENTATIVE:

KATRINA KELLER

Dated: Feb 23, 2021

COUNSEL FOR SELECT FUNDING LLC:

EPSTEIN BECKER & GREEN

By:  _____

ROBERT H. PEPPE, ESQ.

Dated: 2/23, 2021

SELECT FUNDING LLC:

By:  _____

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