

AMENDED PAGA SETTLEMENT AGREEMENT AND RELEASE

THIS AMENDED SETTLEMENT AGREEMENT AND RELEASE ("Agreement") under the California Labor Code Private Attorneys General Act ("PAGA") is made and entered into by Plaintiff Flora Firoozeh ("Plaintiff" or "Ms. Firoozeh"), on behalf of herself and on behalf of the State of California, on the one hand, and Defendant Q Squared Solutions, LLC ("Defendant" or "Q Squared"), on the other hand, by and through their respective counsel of record. For convenience, the parties to this Agreement are each individually referred to as a "Party" and collectively referred to as "the Parties." This Agreement is subject to the approval of the Court in accordance with California Labor Code Section 2699(1)(2).

WHEREAS, the Parties entered into a Settlement Agreement and Release dated on or about October 25, 2022 (the "2022 Agreement"), which incorrectly defined the "Covered Period" as starting on October 13, 2020, instead of October 13, 2019;

WHEREAS, the Parties agreed to the relevant settlement terms based on a Covered Period start date of October 13, 2019, and the incorrect date was a drafting error in the 2022 Agreement, which the parties seek to correct as provided below;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. "Lawsuit" means the civil action titled *Flora Firoozeh v. Q Squared Solutions, LLC, et al.* currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV01402.
- B. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.
- C. "Complaint" means Plaintiff's First Amended Complaint filed by Plaintiff on August 19, 2021 in the Lawsuit, and all amendments thereto.
- D. "Court" means the Superior Court for the State of California, County of Los Angeles.
- E. "Covered Period" means the period of time from October 13, 2019 to the date the Court grants approval of the Settlement.
- F. "Final" means: (1) that the Settlement has been finally approved by the Court with no objections (including objections by Plaintiff or Plaintiff's counsel as to the

award of fees, which must be made within 15 days of the order or are otherwise waived); or, if there are objections, either (1) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the date for further appeal has passed without further appeal; or (2) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made.

- G. "Notice Packet" means the form of direct-mail notice to PAGA Settlement Group Members substantially in the form attached hereto as Exhibit A, as may be modified by the Court, along with the payment of each Member's Settlement Share.
- H. "Q Squared" means Q Squared Solutions, LLC, one of the Defendants in the Lawsuit.
- I. "Q Squared's Counsel" means Susan Pangborn, Kendra Chapman, and Sean Shabbar of Kilpatrick Townsend & Stockton LLP.
- J. "Order" means the Order Granting Final Approval of Settlement. The Parties will submit a proposed Order in the form evidenced by Exhibit B to this Agreement for consideration by the Court.
- K. "PAGA Claims" are claims under California's Private Attorney General Act (Cal. Lab. Code §§ 2698, *et seq.*) that arise from or relate to the allegations contained in the Complaint with respect to Plaintiff's Eleventh Cause of Action.
- L. "LWDA" means the California Labor and Workforce Development Agency.
- M. "LWDA Payment" means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- N. "Net Settlement Amount" shall be defined as the Total Settlement Amount less: (1) Plaintiff's Counsel's fees, litigation costs and expenses, and (2) Settlement Administrator's costs. The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members in payment of PAGA penalties.
- O. "PAGA Settlement Group Members" means current and former salaried non-exempt employees of Q Squared who worked at the Valencia, California facility during the Covered Period.
- P. "Plaintiff" means the plaintiff in the Lawsuit, Flora Firoozeh.
- Q. "Plaintiff's Counsel" means attorneys Thomas Solmer and Lilit Solmer of Solmer Law Corporation.
- R. "Released Parties" means Q Squared, and any present or former parents, subsidiaries, and affiliated companies or entities, and their respective officers,

directors, employees, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

- S. "Settlement Administrator" means the administrator ILYM Group, Inc. or a comparable vendor.
- T. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- U. "Total Settlement Amount" means the total amount to be paid by Q Squared as provided by this Agreement.

II. FACTUAL BACKGROUND

- A. On October 13, 2020, Plaintiff served a letter to the LWDA and Q Squared in accordance with the requirements of Labor Code section 2699.3 to notify the LWDA of alleged violations of Q Squared of the California Labor Code. The LWDA did not respond to Plaintiff's correspondence.
- B. On January 13, 2021, Plaintiff brought this Lawsuit in the Superior Court of the State of California, County of Los Angeles asserting harassment, discrimination, and retaliation claims in addition to individual wage-hour claims. Plaintiff also asserted a representative claim under PAGA on behalf of herself and other similarly-situated "aggrieved employees" of the Valencia, California facility.
- C. On August 19, 2021, Plaintiff filed a First Amended Complaint ("Complaint"), asserting Eleven Causes of Action. Plaintiff's First through Tenth Causes of Action concerned Plaintiff's individual harassment, discrimination, retaliation, and individual wage-hour claims. Plaintiff's Eleventh Cause of Action asserted claims under PAGA on behalf of "other similarly situated aggrieved persons," seeking civil penalties pursuant to California Labor Code §§ 2698, *et seq.*
- D. On June 30, 2022, the Parties attended private mediation with mediator James Phillips to resolve all potential claims between the Parties. The Parties reached a settlement at the mediation.
- E. The Parties reached a global settlement that resolved all of Plaintiff's claims in the Lawsuit. This Agreement is entered into and reflects the Parties' settlement with respect to Plaintiff's PAGA Claims only.
- F. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Q Squared that Plaintiff's claims in the Lawsuit have merit or that it has any liability to Plaintiff or the PAGA Settlement Group on those claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Stipulation for Settlement Only.** Consistent with this Agreement, Plaintiff will stipulate to the dismissal with prejudice of all claims against Q Squared that arise from or relate to Plaintiff's PAGA Claims after Court approval of this Agreement.
- B. **Representation Regarding PAGA Settlement Group Members.** Q Squared represents there are approximately 230 individuals who are PAGA Settlement Group Members.
- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount of Plaintiff's PAGA claims is One Hundred And Seventy-Five Thousand Dollars and No Cents (\$175,000.00). The Total Settlement Amount will cover (a) all Settlement Shares to PAGA Settlement Group Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff's attorneys' fees, costs, and expenses related to the claims encompassed by this Agreement (which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing Court approval of the settlement including any and all motions related thereto, and obtaining a dismissal of the claims encompassed by this Agreement); and (d) payment to the Settlement Administrator its reasonable fees and expenses as approved by the Court.
- D. **Attorneys' Fees and Litigation Costs.** Q Squared will not oppose an application for attorneys' fees and costs in an amount that does not exceed forty percent (40%) of the Total Settlement Amount (\$70,000.00). IRS Forms 1099 will be issued to Plaintiff's Counsel for any awarded attorneys' fees and/or expenses. Plaintiff's Counsel will not seek, or be entitled to, any attorneys' fees and/or expenses related to the claims encompassed by this Agreement, other than those specified in this Agreement. The award of an attorneys' fees and costs award in the amounts sought is not a material term of this Agreement and the award of any of these items at less than requested by Plaintiff's Counsel does not give rise to a basis to abrogate this Agreement.
- E. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; the remainder of the Net Settlement Amount shall be paid to the LWDA, as described below in Section III.I. The Settlement Share is intended to settle claims for civil penalties. Accordingly, the payments to the PAGA Settlement Group Members will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to each PAGA Settlement Group Member a Form 1099 with respect to the payment.
- F. **Payments to Settlement Administrator.** The Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator in this Action. Subject to the Court's approval, all of the Settlement Administrator's reasonable costs shall be paid from the Total Settlement Amount. The Parties agree to allocate up to Six Thousand

Dollars (\$6,000.00) to pay the Settlement Administrator its reasonable costs based on a quote obtained by Plaintiff. The award of Settlement Administrator Costs in the amount sought is not a material term of this Agreement and the award of an amount less than requested by Plaintiff does not give rise to a basis to abrogate this Agreement.

- G. **Payment to LWDA.** The Settlement Administrator will pay 75% of the Net Settlement Amount, or Seventy Four Thousand Two Hundred Fifty Dollars (\$74,250.00), to the LWDA for the resolution of any claims arising under PAGA (the "LWDA Payment"). If the LWDA Payment approved by the Court is different than the specific amount, it does not give rise to a basis to abrogate this Agreement. If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount and apportioned to PAGA Settlement Group Members as described in Paragraph III.H of this Agreement.
- H. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting the amounts for the LWDA Payment, the Settlement Administrator's costs, and Plaintiff's Counsel's fees and costs, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to the PAGA Settlement Group Members will be 25% of the Net Settlement Amount, or Twenty Four Thousand Seven Hundred and Fifty Dollars (\$24,750). The 25% of the Net Settlement Amount shall be paid to PAGA Settlement Group Members on a *pro rata* basis, based on the total number of Workweeks (full or partial) worked by each PAGA Settlement Group Member during the Covered Period.
- I. **Appointment of Settlement Administrator.** In connection with a Joint Motion to the Court for an Order Approving this Agreement (the "Joint Motion"), the Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator to distribute the Settlement Shares and other payments due under the Settlement and to otherwise administer the Settlement. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid from the Total Settlement Amount.
- J. **Procedure for Approving Settlement.** After the Parties execute this Agreement, Plaintiff shall file a Motion for an Order Approving the Settlement as required by Labor Code section 2699(1)(2) and shall be responsible for providing all required

notices to the LWDA. Plaintiff's Counsel will be responsible for drafting all documents necessary to obtain approval of the Settlement and will provide these papers to Defendant's Counsel at least five (5) business days in advance of such filing. Defendant's Counsel may review and revise Plaintiff's Motion for an Order Approving the Settlement, which Plaintiff's Counsel shall consider and accept if reasonable. The Parties agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement.

1. At the hearing on the Motion for an Order Approving the Settlement, the Parties will jointly appear, support the granting of the motion, and submit a proposed order granting the motion.
2. If the Court does not grant the application for approval and issue an order approving the Settlement under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether a resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns and determine whether a resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns. A modification by the Court of the amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement and will not otherwise affect the Agreement.
3. If the Court does not grant approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.

L. **No Right to Opt Out.** The Parties agree that there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude themselves from the Settlement.

M. **Notice and Payment of Settlement Shares to PAGA Settlement Group Members.** After the Court enters its order granting the Joint Motion, every PAGA Settlement Group Member will be provided with a notice concerning the Settlement in a form agreed to by the parties and attached hereto as Exhibit A and payment of the PAGA Settlement Group Member's Settlement Share.

1. Within 35 days after the Court approval of the settlement, Q Squared will provide to the Settlement Administrator the names, last known addresses and telephone numbers, and Social Security numbers of all PAGA Settlement Group Members. If any of the PAGA Settlement Group Members' data is unavailable to Q Squared, Q Squared will use its

reasonable best efforts to deduce or reconstruct the data before it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except to carry out the Settlement Administrator's duties as specified in this Agreement.

2. Consistent with the timeframes outlined in this Agreement, the Settlement Administrator will send each PAGA Settlement Group Member the Notice Packet and payment of the PAGA Settlement Group Member's Settlement Share. The Settlement Administrator will mail the Notice Packets and Settlement Share payments to all identified PAGA Settlement Group Members using the mailing address information provided by Q Squared unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
3. In the event of returned or non-deliverable Notice Packets, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the Notice Packets. The Settlement Administrator will promptly, and not later than 15 days from receipt of the returned packet, search for a more current address for the PAGA Settlement Group Member using reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Q Squared to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service is undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found. If the Notice Packet is re-mailed, the Settlement Administrator will note for its records and notify Plaintiff's Counsel and Q Squared's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties. Q Squared's Counsel will be entitled to receive from the Settlement Administrator any updated address information about a PAGA Settlement Group Member as the Settlement Administrator obtains such information.

- N. **Submission of Order.** Plaintiff shall submit a copy of the order providing for, or denying, an award of civil penalties within 10 days after entry of the dismissal and/or Order, in compliance with Section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict compliance with Section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Q Squared's option.

O. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Q Squared, and their respective counsel hereby waive any and all rights to appeal the final approval of the Settlement, and the Order, therefore, shall become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings; or any waiver of Plaintiff's Counsel's choice to contest the Court's award of fees, costs, or enhancement payments. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) shall be suspended until such time as their appeal is finally resolved and the Order becomes Final, as defined in this Agreement.

P. Timing of Settlement Payments. Within five (5) days after the Settlement becomes Final, as defined in this Agreement, the Settlement Administrator will provide Q Squared with wire transfer information. Within twenty (20) days after the Settlement Administrator provides Q Squared with wire transfer information, Q Squared will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. The Settlement Shares, the LWDA Payment, and the attorneys' fees, costs, and expenses will be paid within seven (7) days after Q Squared transfers the Total Settlement Amount to the Settlement Administrator.

Q. Uncashed Settlement Share Checks. A PAGA Settlement Group Member must receive or cash their Settlement Share payment or check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within 120 days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for their Settlement Share within 180 days after it is mailed to them, such remaining funds shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, to be held in trust for those PAGA Settlement Group Members who did not timely cash their settlement checks. In such event, the affected PAGA Settlement Group Members will be deemed to have irrevocably waived any right in or claim to their Settlement Share payment, but the settlement and their Release and Waiver Claims, as set forth in Section III.R below, will be binding upon them.

R. Release and Waiver of Claims.

1. **Limited Release From PAGA Settlement Group Members.** In consideration for the LWDA Payment and the PAGA Settlement Group Members' awarded

Settlement Shares, as of the date the Settlement becomes Final, Plaintiff, the PAGA Settlement Group Members, and the State of California release any and all claims for civil penalties pursuant to the California Labor Code Private Attorney's General Act based on the allegations in Plaintiff's Complaint and/or PAGA Notice, broadly construed, including, but not limited to, civil penalties based on or arising under California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1197, 2810.5 and the California Wage Orders, whether known or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Lawsuit and/or the PAGA Notice, or that could have been alleged in the Lawsuit and/or PAGA Notice, which Plaintiff and any PAGA Settlement Group Members have or had during the Covered Period and including the date the Settlement becomes Final, against any of the Released Parties identified in the PAGA Settlement Agreement ("Released Claims"). This Settlement Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that have been or may be instituted, prosecuted, or attempted by Plaintiff, PAGA Settlement Group Members, or the LWDA asserting any PAGA Claim arising during the Covered Period. It is expressly understood and agreed that this limited release is limited to the claims asserted as to Plaintiff's PAGA Claims.

2. **Waiver of Rights Under California Civil Code Section 1542.** This provision applies only to Plaintiff in her individual capacity and does not apply to PAGA Settlement Group Members. Plaintiff's Released Claims include all such respective claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts in addition to, or different from, those that she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of Section 1542 of the California Civil Code, which reads:

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

- S. **No Effect on Other Benefits.** The Net Settlement Shares will not result in any additional benefit payments (such as 401k or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members.
- T. **Confidentiality Preceding Approval.** Prior to filing the Motion for an Order Approving the Settlement, Plaintiff and her attorneys shall not issue any press or other media releases or have any communication with the press or media or anyone other than family members, clients, PAGA Settlement Group Members, financial advisors, retained experts, and vendors related to the settlement administration or

regarding the Settlement. Information regarding the Settlement may be disclosed to the Court if requested or in response to information disclosed by Q Squared. If, before the filing of the Joint Motion, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached, or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Q Squared may rescind the Settlement, rendering it null and void.

U. Avoidance of Undue Publicity. The Parties and their counsel agree that there will be no affirmative publicity of this settlement. They will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount, or terms of the Settlement. If counsel for either Party receives an inquiry about the settlement from the media, counsel may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosure from referencing the Settlement in adequacy filings or legally required notices.

V. Miscellaneous Terms.

1. No Admission of Liability.

- a. Q Squared denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly-disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Q Squared. This Settlement and the fact that Plaintiff and Q Squared were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this settlement).
- b. Whether or not the Order becomes final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.
- c. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence or otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Attorney Authorization.** Plaintiff's Counsel and Q Squared's Counsel represent and warrant that they are authorized by Plaintiff and Q Squared, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties of their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon and inure to the benefit of the successors of each of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Settlement Group:

Lilit Solmer (SBN 289727)
Thomas Solmer (SBN 291191)
SOLMER LAW CORPORATION
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Telephone: (714) 794 -8558
Facsimile: (818) 927-2179
ls@solmerlaw.com
ts@solmerlaw.com

To Q Squared:

SUSAN W. PANGBORN (State Bar No. 282533)
spangborn@kilpatricktownsend.com
KENDRA C. CHAPMAN (State Bar No. 294030)
KChapman@kilpatricktownsend.com
SEAN SHABBAR (State Bar No. 320287)
SShabbar@kilpatricktownsend.com
KILPATRICK TOWNSEND & STOCKTON LLP
Two Embarcadero Center, 19th Floor
San Francisco, CA 94111
Telephone: 415 273 4317
Facsimile: 415 358 4166

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

W. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____, 2023

PLAINTIFF FLORA FIROOZEH

Dated: March 8th, 2023

Q SQUARED SOLUTIONS, LLC



Kevin Dooley
Vice President, Human Resources

APPROVED AS TO FORM:

Dated: _____, 2023

Thomas Solmer
Attorney for Plaintiff Flora Firoozeh

Dated: 3/8, 2023



Susan Pangborn
Attorney for Q Squared Solutions, LLC

10. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Settlement Group:

Lilit Solmer (SBN 289727)
Thomas Solmer (SBN 291191)
SOLMER LAW CORPORATION
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Telephone: (714) 794 -8558
Facsimile: (818) 927-2179
ls@solmerlaw.com
ts@solmerlaw.com

To Q Squared:

SUSAN W. PANGBORN (State Bar No. 282533)
spangborn@kilpatricktownsend.com
KENDRA C. CHAPMAN (State Bar No. 294030)
KChapman@kilpatricktownsend.com
SEAN SHABBAR (State Bar No. 320287)
SShabbar@kilpatricktownsend.com
KILPATRICK TOWNSEND & STOCKTON LLP
Two Embarcadero Center, 19th Floor
San Francisco, CA 94111
Telephone: 415 273 4317
Facsimile: 415 358 4166

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

W. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 3/7/2023, 2023

PLAINTIFF FLORA FIROOZEH

DocuSigned by:

Flora Firoozeh

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Dated: _____, 2023

Q SQUARED SOLUTIONS, LLC

APPROVED AS TO FORM:

Dated: 3/7/2023, 2023

DocuSigned by:

Thomas Solmer

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Thomas Solmer

Attorney for Plaintiff Flora Firoozeh

Dated: _____, 2023

Susan Pangborn

Attorney for Q Squared Solutions, LLC