

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Plaintiffs Charnekia Findley, Emmanuela Stein, and Jeremy Frahn (collectively, “Plaintiffs”), individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees,” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant University of Southern California (“USC”), on the other hand. Plaintiffs and USC are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the Aggrieved Employees they represent, and USC, subject to the approval of the Court.

WHEREAS, Plaintiffs have filed separate Complaints in the Superior Court of California, County of Los Angeles entitled *Charnekia Findley v. USC, et al.*, LASC Case No. 20STCV47290, *Emmanuela Stein v. USC, et al.*, LASC Case No. 20STCV47294, and *Jeremy Frahn v. USC*, LASC Case No. 21STCV02075 (the “Lawsuits”). The Lawsuits assert class claims and/or a representative claim for civil penalties payable to themselves, other aggrieved employees, and the State of California pursuant to PAGA, based on allegations that USC: (1) failed to pay minimum and regular rate wages; (2) failed to pay overtime compensation; (3) failed to provide meal periods; (4) failed to authorize and permit rest breaks; (5) failed to timely pay final wages at termination; and/or (6) failed to furnish accurate itemized wage statements. In addition, Plaintiff Findley submitted Amended notices of Labor Code violations to the California Labor & Workforce Development Agency (“LWDA”), based on allegations that USC failed to: (1) reimburse business expenses and (2) failure to provide sick leave. Specifically, the Representative PAGA Claims are claims for civil penalties under PAGA for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the operative Complaints or PAGA Notices. The applicable PAGA Notices related to the Lawsuits are attached hereto as **Exhibit B** (all of the foregoing are collectively referred to as Plaintiffs’ “Representative PAGA Claims”).

WHEREAS, Plaintiffs timely sent notices to the LWDA of their intent to pursue representative actions pursuant to PAGA, on behalf of themselves, in their respective Lawsuits, and the State of California as well as on behalf of a group of aggrieved employees (the notices by Plaintiffs to the LWDA are collectively referred to as the “PAGA Notice” herein).

WHEREAS, Plaintiffs signed arbitration agreements entered into during their employment with USC and do not dispute their enforceability. The arbitration agreements preclude Plaintiffs from bringing class claims in the Lawsuits. *See Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407 (2019). Accordingly, to the extent they have not done so already, each Plaintiff will file a request to dismiss any class claims without prejudice pursuant to California Rule of Court, Rule 3.770.

WHEREAS, on September 28, 2021, the Parties attended an all-day mediation with experienced wage-and-hour mediator Steven J. Rottman, Esq. As a result, the Parties agreed to settle

Plaintiffs' Representative PAGA claims, taking into account all known facts and circumstances – including the difficulty of proving some of Plaintiffs' claims, potential defenses asserted by USC, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, for purposes of this Settlement, the Aggrieved Employees are defined as: “All individuals who are or were employed by USC within the State of California between October 5, 2019 and the sooner of date the Court enters an order and judgment approving this settlement or February 28, 2022.”

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA settlement constitutes a compromise of Plaintiffs' Representative PAGA Claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiffs and the Aggrieved Employees have against USC and USC's past or present parents, subsidiaries, and affiliates (including but not limited to USC Verdugo Hills Hospital and Keck Hospital of USC), and/or its or their respective past or present officers, directors, employees, partners, agents, or insurers (collectively, the “Released Parties”), and/or any other individual or entity that could be liable for the acts of omissions of USC or the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by USC or the Released Parties of any wrongdoing or liability. Specifically, USC and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuits and applicable PAGA Notices. USC and the Released Parties, among other things, contend that they have complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, based on their own independent investigations and evaluations, USC and Plaintiffs and their respective counsel are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiffs, the Aggrieved Employees, and USC in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiffs, Moon & Yang, APC and Aegis Law Firm, PC, believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

WHEREAS, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code section 2699(l), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action without the need for class certification”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1123 (9th Cir. 2014) (“a PAGA suit is fundamentally different than a class action” in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action); *Williams v. Sup. Ct.*, 3 Cal. 5th 531, 546-47 (2017) (“PAGA does not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class”).

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. Effective Date. The effective date (“Effective Date”) of this Agreement shall mean the following: (a) the date of service of notice of entry of the order approving this Agreement and the PAGA Settlement if no objections are filed to this settlement or if all objections are withdrawn prior to the Court ruling on them; or (b) sixty-one (61) days after the date of service of notice of entry of the settlement approval order if objections are filed and overruled and no appeal is taken from the order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. Released Claims/Effect of Judgment on Aggrieved Employees and LWDA
The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against USC and USC’s past or present parents, subsidiaries, and affiliates (including but not limited to USC Verdugo Hills Hospital, Keck Medicine of USC, Keck Medical Center of USC, and Keck Hospital of USC) and/or its or their respective past or present officers, directors, employees, partners, agents or insurers (collectively, the “Released Parties”), and/or any other individual or entity that could be liable for the acts or omissions of USC or the Released Parties. It is expressly understood and agreed that this settlement only includes a full release of the PAGA claim for violations of Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2802, as well as the applicable provisions of the Industrial Wage Orders, and for any other PAGA violations that could have been asserted in the action based on the factual assertions and legal assertions in the operative Complaints and/or PAGA Notices, attached as **Exhibit B** (all of the foregoing are collectively referred to as Plaintiffs’ “Representative PAGA Claims”). This settlement shall not impact Aggrieved Employees’ ability to assert individual Labor Code claims other than PAGA claims.

3. **Notice to LWDA.** Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

4. **Total Settlement Amount.** USC agrees to pay, in accordance with the terms set forth herein, the total sum of \$1,945,000.00 (the “Gross Settlement Amount”) in full settlement of the Lawsuits. The Gross Settlement Amount will be allocated as follows:

- a. PAGA Counsel’s attorneys’ fees and costs request of up to 33 and 1/3% of the Gross Settlement Amount (\$648,333.33) (“PAGA Counsel’s Fees”) and PAGA Counsel’s separate request for reasonable litigation costs incurred in this matter (“PAGA Counsel’s Costs”) not to exceed \$25,000.00. USC will not oppose these requests. To the extent that the Court approves less than the amount of attorney’s fees and costs that PAGA Counsel requests, any reduced amount shall be allocated to the settlement fund for the Aggrieved Employees;
- b. Administration costs estimated to be \$70,000.00 to be paid to the Settlement Administrator (“Administration Costs”), based upon a bid submitted by Phoenix Settlement Administrators;
- c. The remainder of the Gross Settlement Amount (the “PAGA Fund”) after deducting items (a) and (b) is approximately \$1,201,666.67, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the “LWDA PAGA Portion”) and 25% paid to the Aggrieved Employees (the “Aggrieved Employees’ PAGA Portion”) on a pro-rata basis as set forth in Paragraph 5 below.

5. **Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. USC will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee’s payment from the Aggrieved Employees’ PAGA Portion, USC will use the following formula: Settlement Payment = Aggrieved Employees’ PAGA Portion ($\approx$ \$300,416.67) $\times$ [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period]. To better represent the reduced potential exposure to violations during part-time shifts, part-time students who were scheduled to work or typically worked 20 hours per week or less will have their individual pay periods multiplied by .25.

6. **Pro Rata Increase:** If the total number of pay periods exceeds 800,000 by more than 7.5%, the Gross Settlement Amount will increase pro rata per pay period above that threshold (i.e. if there is a 10% increase in pay periods, USC shall increase the Gross Settlement Amount by 2.5%).

7. **Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued, if applicable. IRS Form 1099s are used

for payments of miscellaneous income of at least \$600 that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from USC and that neither USC nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments are interpreted to contain or constitute advice regarding any state or federal 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. USC is not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

8. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

9. PAGA Settlement Payment Procedures.

- a. Within 10 business days of the Effective Date, USC shall deposit the Gross Settlement Amount or \$1,945,000.00 with the Settlement Administrator. Within 10 business days of the Effective Date, USC shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, social security number, the actual number of pay periods in the PAGA period, and, for part-time students who were scheduled to work or

typically worked 20 hours per week or less, the adjusted pay periods for those Aggrieved Employees or a designation of status so that the Settlement Administrator can perform the pay period weighting calculations if they are not already calculated by USC. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information.

Within 30 calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator, the Settlement Administrator shall:

- i. Remit a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the employee letter (attached hereto as **Exhibit A**). Aggrieved Employees shall not be required to make claims, but shall simply be delivered a check for their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. All uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division.
 - ii. Remit a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.
 - iii. Remit PAGA Counsel's fees and costs, as approved by the Court.
 - iv. Remit payment to itself for services as Settlement Administrator, as approved by the Court.
- b. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be sent to the California State Controller's Unclaimed Property division in the name of the individual(s) who did not negotiate a settlement check during the negotiation period.
 - c. Neither USC nor Plaintiffs shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. Settlement Administrator. As set forth in Paragraph 8, the Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth in Paragraph 8. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use Phoenix Class Action Administrator Solutions as Settlement Administrator. USC is not responsible or liable for any errors in the calculation of settlement amounts to be awarded to each Aggrieved Employee. USC is also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

11. Duties of the Parties Prior to Approval. Promptly upon execution of this Settlement, Plaintiff shall apply to the Court, by way of motion or joint stipulation, for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The Motion or Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of fees and costs to PAGA Counsel, and (3) Final Judgment. In conjunction with the Approval Stipulation or Motion for Approval, Plaintiff shall submit a proposed Final Judgment requesting the entry of judgment.

12. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by USC or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, USC or the Released Parties, or the Released Parties' parents, subsidiaries, divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys, insurers, or employees.

13. Nondisclosure and Nonpublication. Plaintiffs agree not to publicize the Agreement, the fact of the Agreement, its terms or contents, or the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA. However, Plaintiffs' counsel may list the case name and number and a description of the allegations in their qualifications as counsel in other cases.

14. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. Communications. All communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendant University of Southern California: Paul Berkowitz, Sheppard Mullin Richter & Hampton LLP, 1901 Avenue of the Stars, Suite 1600, Los Angeles, CA 90067.

To Plaintiffs: H. Scott Leviant, Moon & Yang, APC, 1055 W. Seventh Street, Suite 1880, Los Angeles, CA 90017.

16. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

17. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

18. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

19. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

20. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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21. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: November 17, 2021

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Charnekia Findley
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Dated: November 17, 2021

Charnekia Findley
DocuSigned by:
Emmanuel Stein
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Dated: November __, 2021

Jeremy Frahn

Dated: November __, 2021

University of Southern California
By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: November __, 2021

MOON & YANG, APC

Kane Moon, Esq.
H. Scott Leviant, Esq.
Attorneys for Plaintiffs Charnekia Findley,
Emmanuel Stein, and Aggrieved Employees

Dated: November __, 2021

AEGIS LAW FIRM

Samuel A. Wong, Esq.
Attorneys for Plaintiffs Jeremy Frahn and
Aggrieved Employees

Dated: November __, 2021

**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**

Paul Berkowitz, Esq.
Attorneys for Defendant
University of Southern California

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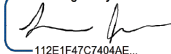
Dated: November __, 2021

Charnekia Findley

Dated: November __, 2021

Emmanuela Stein

Dated: November 3, 2021

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Jeremy Frahn

Dated: November __, 2021

University of Southern California

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: November __, 2021

MOON & YANG, APC

Kane Moon, Esq.
H. Scott Leviant, Esq.
Attorneys for Plaintiffs Charnekia Findley,
Emmanuela Stein, and Aggrieved Employees

Dated: November __, 2021

AEGIS LAW FIRM, PC

Kashif Haque, Esq.
Attorneys for Plaintiffs Jeremy Frahn and
Aggrieved Employees

Dated: November __, 2021

**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**

Paul Berkowitz, Esq.
Attorneys for Defendant
University of Southern California

21. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: November __, 2021

Charnekia Findley

Dated: November __, 2021

Emmanuela Stein

Dated: November __, 2021

Jeremy Frahn

Dated: November __, 2021

University of Southern California

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: November __, 2021

MOON & YANG, APC

Kane Moon, Esq.
H. Scott Leviant, Esq.
Attorneys for Plaintiffs Charnekia Findley,
Emmanuela Stein, and Aggrieved Employees

Dated: November __, 2021

AEGIS LAW FIRM

Samuel A. Wong, Esq.
Attorneys for Plaintiffs Jeremy Frahn and
Aggrieved Employees

Dated: November 10, 2021

**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**

Paul Berkowitz, Esq.
Attorneys for Defendant
University of Southern California

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Dated: November __, 2021

Charnekia Findley

Dated: November __, 2021

Emmanuela Stein

Dated: November __, 2021

Jeremy Frahn

Dated: November __, 2021

University of Southern California

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: November 3, 2021

MOON & YANG, APC



Kane Moon, Esq.

H. Scott Leviant, Esq.

Attorneys for Plaintiffs Charnekia Findley,
Emmanuela Stein, and Aggrieved Employees

Dated: November __, 2021

AEGIS LAW FIRM

Samuel A. Wong, Esq.

Attorneys for Plaintiffs Jeremy Frahn and
Aggrieved Employees

Dated: November __, 2021

**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**

Paul Berkowitz, Esq.

Attorneys for Defendant
University of Southern California

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Dated: November ___, 2021

Charnekia Findley

Dated: November ___, 2021

Emmanuela Stein

Dated: November ___, 2021

Jeremy Frahn

Dated: November ___, 2021

University of Southern California

By: _____

Its: _____

APPROVED AS TO FORM AND CONTENT:

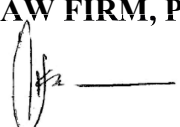
Dated: November ___, 2021

MOON & YANG, APC

Kane Moon, Esq.
H. Scott Leviant, Esq.
Attorneys for Plaintiffs Charnekia Findley,
Emmanuela Stein, and Aggrieved Employees

Dated: November 3, 2021

AEGIS LAW FIRM, PC



Kashif Haque, Esq.
Attorneys for Plaintiffs Jeremy Frahn and
Aggrieved Employees

Dated: November ___, 2021

**SHEPPARD MULLIN RICHTER &
HAMPTON LLP**

Paul Berkowitz, Esq.
Attorneys for Defendant
University of Southern California