

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (hereinafter “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Jeremy Brunson (hereinafter “Plaintiff” or “Brunson”), individually and on behalf of all others similarly situated (“Aggrieved Employees”), on the one hand, and Defendant Loanpal, LLC currently known as GoodLeap, LLC (“Defendant” or “Loanpal”), on the other hand. Plaintiff and Defendant are collectively referred to herein as “the Parties.”

I. NATURE AND HISTORY OF ACTION

1. On or around January 7, 2021, Plaintiff filed a notice with the California Labor and Workforce Development Agency (“LDWA”) seeking penalties under the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.*, for alleged violations of the Labor Code. Plaintiff thereafter filed an amended notice with the LDWA on or around August 30, 2021 (collectively the “PAGA Notice”).

2. Since on or about February 26, 2021, the Parties have been engaging in settlement discussions. To that end, the Parties have been investigating Plaintiff’s claims and have engaged in extensive informal discovery regarding Loanpal’s employment policies, procedures, practices, timekeeping systems and records, other electronic data keeping and records, and Loanpal’s supervisory and payment structure as it related to its employees. Both Plaintiff and Loanpal have exchanged numerous documents and information. In addition, Loanpal took Plaintiff’s deposition on August 2, 2021. Further, the Parties entered into a Tolling Agreement to facilitate settlement discussions, and to allow for further PAGA claims to be raised by Plaintiff to the extent addressed in scope of the discovery and settlement process.

3. On or around May 19, 2021, Loanpal received an Order To Appear Before The Labor Commissioner (the “Order”). The Order required Loanpal to appear telephonically before the Labor Commissioner on June 1, 2021, producing all documents requested within the Order for the period of July 1, 2018 through June 1, 2021 to enable the Labor Commissioner to perform an audit of Loanpal’s wage and hour policies and practices to determine whether Loanpal was in compliance with the Industrial Welfare Commission and the California Labor Codes.

4. On or about August 16, 2021, the Parties engaged in a mediation with mediator Steve Rottman. The mediation did not resolve the matter, but Mr. Rottman engaged in protracted follow-up with the parties that eventually led to a global settlement of the claims Plaintiff asserts as a PAGA representative, as well as his individual claims, as described below in Paragraph 7.

5. On or around September 3, 2021, Plaintiff filed a complaint in the Superior Court of the State of California, County of San Joaquin against Loanpal seeking penalties under PAGA for violations of Labor Code sections (the “Lawsuit” as defined below in Paragraph 10).

6. On or around September 17, 2021, the Labor Commissioner completed its audit and notified Loanpal that it made a finding of no violations. Attached hereto at **Exhibit 1** is the Declaration of Loanpal’s Vice President of Total Rewards, Shelli Gilletti, describing the Labor Commissioner’s audit process and findings, attaching the Order (Ex. A), the list of documents

and information provided to the Labor Commissioner (Ex. B), and the September 17, 2021 email from the Deputy Labor Commissioner regarding the findings (Ex. C).

7. On or around September 28, 2021, Plaintiff filed a Demand for Arbitration with the American Arbitration Association (“AAA”) (“Arbitration” as defined below in Paragraph 11).

8. This Settlement relates to Plaintiff’s individual claims and the Lawsuit, including all claims for PAGA penalties on behalf of “Aggrieved Employees” as defined below in Paragraph 9.

II. REPRESENTATIONS AND DEFINITIONS

9. “Aggrieved Employees” include all current and former employees of Loanpal who worked during one or more pay periods between January 7, 2020 through April 26, 2021. The Parties acknowledge that this Settlement does not affect, bar or preclude any Aggrieved Employees, other than Plaintiff, from bringing an individual claim against Loanpal for unpaid minimum and overtime wages, inadequate meal and rest periods or inadequate payment of premium pay in lieu thereof, failure to reimburse business-related expenses, failure to pay sick pay, and related derivative claims; this settlement covers only PAGA penalties as to the Aggrieved Employees.

10. “Lawsuit” refers to the civil action filed in the Superior Court of the State of California for the County of San Joaquin, titled *Jeremy Brunson, on behalf of all other similarly situated v. Loanpal, LLC*, and DOES 1 through 10, inclusive, Case No. STK-CV-UOE-2021-0008344.

11. “Arbitration” refers to the litigation of Jeremy Brunson’s claims in binding arbitration before the AAA, AAA Ref. No.:1200050803.

12. “Plaintiff’s Counsel” shall refer to Roman Otkupman.

13. Counsel for Loanpal (“Defense Counsel”) shall refer to Esra Acikalin Hudson and Lauren Chee of Manatt, Phelps & Phillips, LLP.

14. “Covered Period” shall mean the period from January 7, 2020 through the April 26, 2021.

15. “PAGA Representative” or “Plaintiff” shall refer to Named Plaintiff Jeremy Brunson.

16. “Court” refers to the San Joaquin Superior Court.

17. “Covered Claims” means any and all claims for PAGA penalties for Aggrieved Employees that were or could have been alleged against Loanpal during the Covered Period, including but not limited to as they relate to unpaid minimum and overtime wages, maximum hours, inadequate meal and rest periods or inadequate payment of premium pay in lieu thereof, failure to reimburse business-related expenses, failure to pay sick pay, timekeeping, wage statement or recordkeeping violations, and related derivative claims, including but not limited to

alleged violations of Labor Code sections 201, 201.3, 201.5, 202, 203, 204, 205.5, 218.6, 226, 226(a), 226(e), 226.3, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2802, 2699, 2699.5 and the related California Wage Orders. “Covered Claims” does not include any Aggrieved Employee’s individual claim, other than Plaintiff’s, for unpaid minimum and overtime wages, maximum hours, inadequate meal and rest periods or inadequate payment of premium pay in lieu thereof, wage statement or recordkeeping violations, failure to reimburse business-related expenses, failure to pay sick pay, and related derivative claims; this settlement covers only PAGA penalties, except with respect to Plaintiff.

18. “Eligible Pay Periods” shall refer to the total number of pay periods each Aggrieved Employee worked during the Covered Period, which Loanpal represents approximately 18,000 pay periods for the Covered Period. Should the number of pay periods increase by more than 5%, the settlement amount will increase proportionately.

19. The Effective Date of the Settlement embodied in this Agreement will be the date of approval by the Court via entry of the approval Order set forth in Paragraphs 34 and 35 below (hereinafter the “Effective Date”).

20. For the purposes of Plaintiff’s individual claims and Arbitration, the Parties’ acknowledge and agree that a good faith and bona fide dispute exists between the Parties regarding: (1) the extent and amount of any unpaid overtime or other wages Plaintiff alleges to have worked and/or is owed related to his employment with Loanpal and (2) the extent and amount of any meal and/or rest breaks Plaintiff missed and/or was not provided during his employment with Loanpal, if any (and claims derivative thereof). The Parties have engaged in factual analysis, discovery, and exchange of information regarding the facts underlying their respective and each other’s positions in this dispute.

21. Plaintiff alleges, among other things, that he and other Aggrieved Employees worked off-the-clock for Loanpal and that he and other Aggrieved Employees were denied meal and rest breaks and/or was not provided premium pay in lieu thereof. He alleges that he and other Aggrieved Employees were not paid all wages, including but not limited to minimum and overtime wages, and/or sick pay, and were not reimbursed all necessary and reasonable business expenses, and brings related derivative claims, including but not limited to wage statement, timekeeping and recordkeeping claims. Loanpal disputes and continues to dispute any violation of California law and alleges that its practices were always compliant and that in any case there were not violations as to Plaintiff or the Aggrieved Employees. As such, the Parties disagree on the issue of scope and extent of liability, if any. Defendant has provided proof that the Labor Commissioner recently concluded a contemporaneous investigation of Loanpal’s wage and hour practices, the scope of which included numerous matters alleged by Plaintiff, as set forth in the Declaration of Shelli Gilletti, attached hereto, and did not find any violations. Loanpal represents that number of Aggrieved Employees who worked at least one pay period between January 7, 2020 and to date is approximately 600. The Parties also recognize potential manageability problems inherent in prosecuting off-the-clock, missed meal and rest break and the other violations alleged herein on a representative basis, including any issues that may be related to exempt employees who are alleged to be misclassified, if any, when individual determinations may be necessary to determine liability. Given that the Parties disagree as to whether Loanpal violated the law, and given the Labor Commissioner’s investigation results, as well as the manageability problems inherent in this matter, and that PAGA gives the Court broad

discretion to reduce the penalties, the Parties determined that the Settlement is fair and reasonable.

22. The Parties agree that, although there is no clear authority requiring it in order for this Agreement to be effective, out of an abundance of caution and for the avoidance of any doubt, Plaintiff shall, immediately upon execution of the Agreement, submit to the LWDA, an Amended PAGA Notice that includes the following Labor Code violations: Labor Code Sections 201, 201.3, 201.5, 202, 203, 204, 205.5, 218.6, 226, 226(a), 226(e), 226.3, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2802, , to the fullest extent defined as Covered Claims (“Amended PAGA Notice”), attached hereto as **Exhibit 2**. Further, on the 65th day following Plaintiff’s submission of the Amended PAGA Notice to the LWDA, and provided no action is taken by the LWDA, Plaintiff shall file the First Amended Complaint (“FAC”), attached hereto as **Exhibit 3**. In addition, Loanpal shall file its Answer to the Amended Complaint (“Answer”), attached hereto as **Exhibit 4**. Finally, no later than the 65th day following Plaintiff’s submission of the Amended PAGA notice to the LWDA, the Parties shall file a stipulation to the Court identifying the terms of the settlement and requesting that the Court issue an Order approving the Settlement (“Approval Stipulation”) and dismiss the Lawsuit with prejudice.

23. Loanpal denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, and the Arbitration, and denies liability for the Covered Claims, and further denies that this action is appropriate for representative treatment for any purpose other than settling this Lawsuit. Loanpal contends, among other things, that it complied at all times with California law, the California Labor Code and the related California Wage Orders, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly and that the Lawsuit is without merit, and further that the Arbitration is without merit. Loanpal has denied and continues to deny each and every material factual allegation and alleged claim asserted against it in the Lawsuit and/or the Arbitration.

24. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Loanpal. Nothing herein shall constitute an admission by Loanpal that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit and the Arbitration, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit and/or the Arbitration: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Loanpal or of the truth of any of the factual allegations in the operative complaint in the Lawsuit, the PAGA Notice, the Amended PAGA Notice, or the Arbitration; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Loanpal in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal; and (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement.

25. The Parties recognize that the issues presented in the Lawsuit and the Arbitration are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that

further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

26. The Parties agree that upon full execution of this Settlement, the matter is stayed in its entirety with the exception of any filings and motion work necessary to attain court approval of the Settlement. Should the Court not grant final approval, the stay will be lifted five (5) days after full and final determination thereof and the Parties will be restored to their positions prior to the Settlement.

III. TERMS OF SETTLEMENT

27. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of himself and the Aggrieved Employees, and Loanpal, agree to settle and compromise the Lawsuit, the Arbitration and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

28. The Amount of Settlement. As consideration for the settlement described herein and the release contained in this Settlement, Loanpal agrees to pay a total settlement sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) ("Settlement Payment"). The Settlement Payment will include: a) \$15,000.00, in a check made payable to Jeremy Brunson for his claims against Loanpal in the Arbitration and Lawsuit and in exchange for a full release, including a 1542 release. The remaining amount shall be distributed as follows, b) Defendant will not oppose a request for \$82,500.00 in attorney fees and \$15,000.00 in litigation costs incurred by Plaintiff's Counsel, made payable to "Otkupman Law Firm, ALC," and c) \$15,000.00 shall be awarded to Simpluris, Inc., the Settlement Administrator, for administration of the Settlement, and (d) \$122,500.00 will be awarded as "PAGA Penalties" to be allocated as follows: (i) \$91,875.00 shall be paid to the LWDA and (ii) \$30,625.00 shall be paid to the Aggrieved Employees, as set forth below in Paragraphs 29 and 30.

29. Allocation and Calculation of the PAGA Penalties. Each Aggrieved Employee shall be eligible to receive a portion of the Settlement Payment allocated to the PAGA Penalties on a pro-rata basis. The actual amount paid will be calculated through a two-step process. First, the \$30,625.00 will be divided by the total number of unique pay periods to all Aggrieved Employees during the Covered Period (the "Pay Period Amount") and Second, the Pay Period Amount will be multiplied by the number of unique pay periods per Aggrieved Employee. The resulting number is the "Individual PAGA Payment." The Individual PAGA Payment shall be paid through an IRS Form 1099 to the Aggrieved Employee.

30. Timing of Settlement Payments. Within ten (10) days of the Effective Date of the Agreement, Loanpal shall provide the Settlement Administrator with checks for the payments set forth in Paragraph 28 (a) and (b) above. With respect to the amount set forth in Paragraph 28 (c), within forty-five (45) calendar days after the Effective Date of the Agreement, the Administrator shall: (i) send to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employees last known address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to Loanpal. It will be conclusively presumed that an Aggrieved Employee's payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check, and (ii) provide the Settlement Administrator with the agreed upon payment that is to be sent the LWDA. The

Settlement Administrator shall then remit such payment to the LWDA. Settlement checks shall remain valid and negotiable for one hundred twenty (120) calendar days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the State of California in the name of the Aggrieved Employees who did not cash their checks.

31. Tax Treatment of Settlement Amounts. With regard to the Individual PAGA payments, Form 1099s may be issued. Nothing in this Settlement is intended to constitute legal advice regarding federal, state and/or local tax obligations. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. 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. Loanpal is not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of Plaintiff's Counsel's fees and costs will be reflected in a Form 1099 to Plaintiff's Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASES

32. Upon entry of an Order by the Court approving this Settlement, Plaintiff and each Aggrieved Employee, shall, for the Covered Period, fully release with prejudice and forever discharge Loanpal, currently known as GoodLeap, LLC, and its respective present and former officers, directors, owners, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including any individual or entity that could be jointly liable with Loanpal (the foregoing are collectively referred to hereafter as the "Releasees") from the Covered Claims, and from any other expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted pursuant to Labor Code § 2699 based on the facts alleged in the Lawsuit.

For the avoidance of doubt, this release does not include any Aggrieved Employee's individual claims, except Plaintiff's, including but not limited to claims for unpaid minimum and overtime wages, inadequate meal and rest periods or inadequate payment of premium pay in lieu thereof, failure to reimburse business-related expenses, failure to pay sick pay, and relative derivative claims; this settlement covers only PAGA penalties.

33. It is understood and agreed by and between Plaintiff and Defendant to this Agreement that, in consideration for the promises and covenants undertaken herein, and after consultation with counsel, Plaintiff does hereby, for himself and for his heirs, legal representatives, agents, successors-in-interest and assigns, irrevocably and unconditionally release and forever discharge Loanpal, currently known as GoodLeap, LLC, and its respective present and former officers, directors, owners, employees, shareholders, agents, trustees, representatives, attorneys, insurers, parent companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, including any individual or entity that could be jointly liable with Loanpal (the "Company Releasees"), from any and all causes of action, claims, actions, rights, judgments, obligations, damages, penalties, demands, accountings or liabilities of whatever kind and character, which Plaintiff may have against the Company Releasees by reason of or arising out of, touching upon, or concerning any of the matters, acts or omissions described

or referenced in the Lawsuit and the Arbitration Action, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to the date of this Agreement.

Said release specifically includes, but is not limited to, any and all claims for breach of contract or implied contract, breach of the covenant of good faith and fair dealing, inducement of breach, wrongful or unlawful discharge or demotion, constructive termination, retaliation, retaliation in violation of California Labor Code Section 1102.5(a) or (b), whistleblowing, violation of public policy, retaliation, intentional or negligent infliction of emotional distress, intentional or negligent misrepresentation, conspiracy, tortious denial of contract, interference with proprietary interests, failure to pay wages, bonuses, benefits, vacation pay, sick pay, severance pay, business expenses or other remuneration or compensation of any sort, failure to provide accurate itemized wage statements, failure to pay wages upon termination, independent contractor classification, negligence, negligent retention, negligent supervision, negligent hiring, defamation, slander, unlawful efforts to prevent employment, assault, battery, violation of constitutional rights, discrimination on the basis of race, color, sex, national origin, religion, age, disability, pregnancy, medical condition or marital status, harassment, failure to prevent, train about or investigate harassment/discrimination/retaliation, interference with leave, failure to accommodate disability or pregnancy, retaliation, and/or violation of any statutes, rules, regulations or ordinances, whether federal, state or local, including, but not limited to, the California Constitution, ERISA, the Fair Labor Standards Act, the California Wage Orders, the California Labor Code, the Private Attorney General Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, or the Worker Adjustment and Retraining Notification Act.

Plaintiff specifically represents that this Agreement is being entered into post-dispute, and that he will not in the future file, or act as a named plaintiff or claimant (including, but not limited to, in a representative capacity or as an “aggrieved employee” under the PAGA), encourage or instigate the filing of any lawsuit or proceeding, by any party in any state or federal court, or of any proceeding before any local, state or federal agency, or of any proceeding before any arbitration forum, based upon events occurring prior to the date of execution of this Agreement, claiming that Defendant, the Company Releasees, any affiliated or related companies or divisions, predecessors, successors or assigns, owners, officers, directors, shareholders, attorneys, employees or agents have violated any local, state or federal laws, statutes, ordinances or regulations, or concerning any allegations of tortious conduct and/or violations of contractual relationships of any kind. Plaintiff specifically represents he will not pursue or continue any claims against Defendant, or the Company Releasees in a representative capacity, under PAGA or otherwise.

Plaintiff represents and warrants that he has not assigned or subrogated any of said rights, claims and causes of action, including any claims referenced above in this section, or authorized any other person or entity to assert such a claim or claims on his behalf, and agrees to indemnify and hold Loanpal harmless against any assignment of said rights, claims and/or causes of action.

In granting the general release set forth above, Plaintiff expressly waives all rights under Section 1542 of the California Civil Code, which he has read and fully understand. This section reads as follows:

A general release does not extend to claims which the creditor 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 his must have materially affected his or her settlement with the debtor.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all claims, Plaintiff expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which he does not know or expect to exist in his favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claim or claims. This release does not extend to those rights which as a matter of law cannot be waived.

V. APPROVAL STIPULATION AND ORDER

34. The Parties recognize that in accordance with Labor Code § 2699, 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* (2009) 46 Cal.4th 969, 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. Instead, in order to comply with the requirements of Labor Code § 2699 the Parties shall submit a stipulation to the Court identifying the terms of the settlement and requesting that the Court issue an Order approving the Settlement (“Approval Stipulation”).

VI. DUTIES OF THE PARTIES RELATED TO APPROVAL

35. Promptly upon the 65th day following Plaintiff’s submission of the Amended PAGA Notice to the LWDA, and provided no action is taken by the LWDA, the Parties shall jointly apply to the Court via the Approval Stipulation, consistent with this Agreement, asking the Court to enter an Order that: (1) approves the form and content this Agreement, and (2) dismisses the Lawsuit with prejudice, including Plaintiff’s PAGA representative and individual claims, which shall be the Effective Date of the Dismissal. Upon the Effective Date of the Dismissal, Plaintiff shall promptly take all steps with AAA to dismiss the Arbitration with prejudice. The Parties agree to work together in good faith and shall timely submit to the Court any additional briefing that may be required.

36. The Settlement is contingent upon the approval by the Court and dismissal of the Lawsuit with prejudice as set forth above in Paragraph 35, and shall be void if the Court does not ultimately grant the approval requested or the Lawsuit is not dismissed with prejudice as set forth above in Paragraph 35. Notwithstanding the foregoing, nothing herein prevents the Parties from reaching an alternative agreement if the Court does not approve the Settlement consistent with this Agreement.

37. Also promptly following execution of this Agreement, Plaintiff shall file this Agreement with the LWDA via the online filing mechanism at: <http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

VII. PARTIES' AUTHORITY

38. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

VIII. NO PRIOR ASSIGNMENTS

39. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

IX. WARRANTY FOR PLAINTIFF

Plaintiff represents and warrants that the Lawsuit and Arbitration encompass all claims that he could have asserted against Loanpal under the Fair Labor Standards Act, the California Labor Code, the Private Attorney General Act ("PAGA") or any other claims against Loanpal. Plaintiff further represents that he has no other pending claims, complaints or charges against Loanpal, any affiliated or related companies or divisions, predecessors, successors or assigns, owners, officers, directors, shareholders, attorneys, employees and agents with any state or federal court or any local, state or federal agency based on any event(s) occurring prior to the date of execution of this Agreement.

Plaintiff specifically represents that he will not in the future file, will not act as a named plaintiff or party (including, but not limited to, in a representative capacity or as an "aggrieved employee" under the PAGA), and will not encourage or instigate the filing of any lawsuit or proceeding by any party in any state or federal court, or of any proceeding before any local, state or federal agency, or of any proceeding before any arbitration forum, based upon events occurring prior to the date of execution of this Agreement, claiming Loanpal, or the Releasees violated any law. Nothing in this provision shall be deemed to limit Plaintiff's communication with his counsel, or to testify pursuant to a subpoena or provide information at the request of any governmental authority.

X. NO ADMISSION

40. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Loanpal or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

XI. ATTORNEYS' FEES, COSTS AND EXPENSES

41. Except as specifically set forth herein, each party shall bear its/his own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/it/them arising out of the Lawsuit and Arbitration, and shall not seek reimbursement thereof from any other party to this Stipulation.

XII. CONSTRUCTION

42. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Loanpal regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding any Arbitration or Confidentiality Agreement, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XIII. CAPTIONS AND INTERPRETATIONS

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

XIV. MODIFICATION

44. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XV. MISCELLANEOUS

45. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims, the Lawsuit and the Arbitration, and 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.

46. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

47. This Settlement may be executed in counterparts, and when each party 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 Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be transmitted electronically (PDF) or by facsimile.

48. The parties intend for this agreement to be binding, subject to court approval, and subject to C.C.P. section 664.6 enforcement.

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49. The Parties agree that upon final approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction of this action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations set forth in this Settlement. The Parties agree that if any provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed and the remaining Settlement deemed enforceable.

I HAVE READ THE FOREGOING SETTLEMENT. I ACCEPT AND AGREE TO THE PROVISIONS IT CONTAINS, AND HEREBY EXECUTE IT VOLUNTARILY WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

DATED: 11/15/2021 _____

DocuSigned by:

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 JEREMY BRUNSON

DATED: 11/24/2021 _____

DocuSigned by:

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 LOANPAL LLC

Matt Dawson
 By: _____
 Chief Revenue Officer
 Its: _____