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SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Superior Court of the State of California for the County of Ventura (the "Superior Court"), this Settlement Agreement and Release ("Agreement") is made and entered into by and between Plaintiffs Khara Duffy ("Duffy"), Rebecca Flynn ("Flynn"), and Heather Dieffenbach ("Dieffenbach') ("Plaintiffs"), on behalf of themselves and as representative aggrieved employees pursuant to Labor Code Private Attorneys General Act (Labor Code Section 2698 et seq.), and Defendants California Virtual Academy at Los Angeles ("CAVA-LA") and Insperity PEO Services, L.P. formerly known as Administaff Companies II, L.P. ("Insperity") (defendants shall be referred to collectively as "Defendants") to settle the civil action in the Ventura County Superior Court ("Superior Court") entitled *Khara Duffy et al. v. California Virtual Academy at Los Angeles et al.*, which has been designated case number 56-2015-00472734-CU-OE-VTA (the "Lawsuit"). Plaintiffs and Defendants are collectively referred to herein as the "Parties," and each may be individually referred to herein as a "Party."

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiffs Duffy and Dieffenbach are former employees of CAVA-LA. All three Plaintiffs claim that Insperity was a joint employer with CAVA-LA.

B. Plaintiffs contend that Defendants violated Labor Code § 2802 and that they are therefore "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698 et seq., pursuant to which an "aggrieved employee" may, after exhausting administrative remedies with the California Labor and Workforce Development Agency (the "LWDA"), act as an agent of the State of California to bring an action to recover civil penalties from his or her former employer on behalf of himself or herself and other current or former employees for violations of the California Labor Code.

C. Pursuant to PAGA, Duffy submitted a letter to the LWDA (the "PAGA Notice"), alleging that with respect to Plaintiff and other non-exempt employees working in California, Defendants violated California Labor Code § 2802 by failing to reimburse them for all necessary business expenses and related costs, which is referred to herein as the "PAGA Representative Claim."

D. On September 25, 2015, Duffy filed suit against Defendants as a purported class action asserting, in relevant part, violation of Labor Code § 2802. On November 3, 2015, Duffy filed a First Amended Complaint, adding the PAGA Representative Claim. On December 10, 2015, Duffy filed a Second Amended Complaint which had no effect on the PAGA Representative Claim. On or about September 29, 2016, a Third Amended Complaint was filed pursuant to which Flynn and Dieffenbach joined the Lawsuit.

E. On May 10, 2019, the Court denied Plaintiffs' Motion for Class Certification.

F. Defendants denied, and continue to deny, all of the allegations in the Lawsuit and any contention that Defendants committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the California Labor Code.

G. The Parties have conducted significant formal discovery, including interrogatories, requests for production, and the taking of depositions. The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit.

H. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating the Lawsuit to judgment, and after engaging in arm's-length settlement negotiations the Parties desire, and have agreed, to fully and finally settle any and all claims in the Lawsuit up to and through the Settlement Period (as defined herein).

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree to, and, pursuant to Labor Code section 2699(l)(2), seek approval of, the following settlement terms.

SETTLEMENT TERMS

1. **Superior Court Approval of the Agreement.** In accordance with California Labor Code section 2699(l)(2), the Parties will present this Agreement to the Superior Court for its review and approval. Plaintiffs' Counsel shall prepare the motion for approval of this Agreement.

2. **Delivery of Agreement to the LWDA.** As required by California Labor Code section 2699(l)(2), Plaintiffs will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Superior Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of the time when: (i) the date of final affirmance of the Judgment on an appeal, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the Judgment following review pursuant to that grant, (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment, provided that the Judgment is affirmed and/or not reversed in any part, (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the Final Approval Order and Judgment in a form substantially identical to the form of the Final Approval Order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; or (iv) if no appeal is filed, the sixty-first (61st) calendar day after the Court enters final approval of the Settlement and the Judgment approving this Agreement.

4. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is a compromise and settlement of disputed claims in the Lawsuit and that this Agreement is made and entered into without any admission of liability or wrongdoing of any kind whatsoever by Defendants, each of whom expressly denies and disclaims any liability or wrongdoing whatsoever. Accordingly, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of wrongdoing or liability on the part of Defendants, or either of them. Additionally, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of the truth or accuracy of any allegation made by Plaintiffs or Plaintiffs' counsel in the Lawsuit.

5. **Persons and Entities Covered by this Agreement**

(a) **The Settlement Period.** This Agreement shall cover the period from September 25, 2014 through June 30, 2018 (the "Settlement Period").

(b) **The Settlement Group.** This Agreement shall cover all current and former teachers employed by Defendants during the Settlement Period. Such employees shall be collectively referred to herein as the "Settlement Group." Each employee within the Settlement Group may be individually referred to herein as a "Settlement Group Member."

6. **Settlement Administration**

(a) The Parties will retain CPT Group, Inc., or another third-party settlement administrator mutually selected by the Parties and with whom no Party has a financial interest or other relationship that could create a conflict of interest, to act as the "Settlement Administrator" with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. § 486B, making all payments required by this Agreement, handling all required state and federal tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiffs, Plaintiffs' Counsel, the Settlement Group, and the LWDA resulting from the settlement payments under this agreement.

(c) Any disputes concerning administration of the Agreement may be submitted to and resolved by the Superior Court.

7. **Settlement Payments**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement—including the releases set forth in Section 9 of this Agreement—Defendants shall pay the maximum gross sum of Two Hundred Ninety Four Thousand Two Hundred Dollars ($294,200) (the "Gross Settlement Amount"), in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Lawsuit and the PAGA Representative Claims alleged therein on behalf of the Settlement Group, including any and all associated claims for civil penalties, attorneys' fees, and litigation costs and expenses. Nothing in this Agreement shall require Defendants to pay, or make Defendants liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following categories of payments: an award of attorneys' fees to Plaintiffs' counsel in the Lawsuit, an award of litigation costs and expenses to Plaintiffs' counsel, the payment of settlement administration costs to the Settlement Administrator, and the payment of civil penalties to the LWDA and the Settlement Group. Subject to approval by the Superior Court, these amounts shall be paid and allocated as set forth below in Sections 7(b)(i) through 7(b)(iv) of this Agreement.

(i) **Attorneys' Fees Award**

(A) Plaintiff's attorneys in the Lawsuit— Ted Mechtenberg of Da Vega Fisher Mechtenberg LLP and Michael Strauss of Strauss & Strauss, APC (collectively, "Plaintiffs' Counsel")—may submit a combined application to the Superior Court for an award of attorneys' fees in an amount not to exceed the combined gross sum of One Hundred Two Thousand, Nine Hundred Seventy Dollars and Zero Cents ($102,970.00) (the "Attorneys' Fees Award"). Defendants will not oppose or object to this application.

(B) Any Attorneys' Fees Award approved by the Superior Court will be paid by Defendants out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiffs may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Superior Court approving an Attorneys' Fees Award in an amount equal to the maximum amount authorized by Section 7(b)(i)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve an Attorneys' Fees Award that is less than the amount authorized by Section 7(b)(i)(A) of this Agreement or the amount requested by Plaintiffs' Counsel.

(D) In the event that any portion of the Attorneys' Fees Award authorized by Section 7(b)(i)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Attorneys' Fees Award. Additionally, the difference between the Attorneys' Fees Award authorized by Section 7(b)(i)(A) and the Attorneys' Fees Award approved by the Superior Court will become part of the PAGA Penalties Fund.

(ii) **Litigation Costs Award**

(A) Plaintiffs' Counsel may submit a combined application to the Superior Court for an award for reimbursement of litigation costs and expenses incurred by Plaintiffs' counsel in connection with the Lawsuit that is currently estimated not to exceed the combined gross sum of Forty-Six Thousand, Nine Hundred Sixty-Three Dollars and Ninety-Six Cents ($46,963.96) (the "Litigation Costs Award"). Defendants will not oppose or object to this application.

(B) Any Litigation Costs Award approved by the Superior Court will be paid by Defendants out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiffs may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Superior Court approving a Litigation Costs Award in an amount equal to the maximum amount authorized by Section 7(b)(ii)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve a Litigation Costs Award that is

less than the amount authorized by Section 7(b)(ii)(A) of this Agreement or the amount requested by Plaintiffs' Counsel.

(D) In the event that any portion of the Litigation Costs Award authorized by Section 7(b)(ii)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Litigation Costs Award. Additionally, the difference between the Litigation Costs Award authorized by Section 7(b)(ii)(A) and Litigation Costs Award approved by the Superior Court will become part of the PAGA Penalties Fund.

(iii) **Settlement Administration Costs**

(A) Subject to approval by the Superior Court, an amount not to exceed the gross sum of Nine Thousand Dollars and Zero Cents ($9,000.00) will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the cost of the settlement administration process ("Administration Costs"). If the actual cost of the settlement administration process is less than the amount approved by the Superior Court, the balance will become part of the PAGA Penalties Fund.

(B) This Agreement is not contingent upon the Superior Court approving Administration Costs in an amount equal to the maximum amount authorized by Section 7(b)(iii)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve Administration Costs in an amount that is less than the amount authorized by Section 7(b)(iii)(A) of this Agreement.

(C) In the event that any portion of the Administration Costs authorized by Section 7(b)(iii)(A) of this Agreement is not approved by the Superior Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Additionally, the difference between the Administration Costs authorized by Section 7(b)(iii)(A) and the Administration Costs approved by the Superior Court will become part of the PAGA Penalties Fund.

(iv) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the Attorneys' Fees Award, Litigation Costs Award, and Settlement Administration Costs are paid shall be designated the "PAGA Penalties Fund," from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. (This number may change if Settlement Administration Costs are awarded in an amount other than that set forth above.) Based on the terms of the Agreement, the PAGA Penalties Fund is estimated to be One Hundred Thirty-Five Thousand, Two Hundred Sixty-Six Dollars and Four Cents ($135,266.04). Subject to approval by the Superior Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** The gross sum of One Hundred One Thousand, Four Hundred Forty-Nine Dollars and Fifty-Three Cents ($101,449.53), which represents seventy-five percent (75%) of the PAGA Penalties Fund, will be paid to the LWDA for enforcement of California's labor laws, including the administration of PAGA, and for education of employers and employees about their rights and responsibilities under the California Labor Code.

(B) **Individual Settlement Awards.** The gross sum of Thirty-Three Thousand, Eight Hundred Sixteen Dollars and Fifty-One Cents ($33,816.51), which represents twenty-five percent (25%) of the PAGA Penalties Fund, will be paid to the Settlement Group, with each Settlement Group Member receiving a payment proportionate to the number of pay periods he or she worked at Defendants in California during the Settlement Period relative to the entire Settlement Group. Specifically, each Settlement Group Member's share of the PAGA Penalties Fund (an "Individual Settlement Award") will be calculated as follows:

(1) Each pay period during the Settlement Period that a Settlement Group Member incurred or may have incurred business expenses will be counted as a "Covered Pay Period."

(2) The twenty-five percent (25%) portion of the PAGA Penalties Fund payable to Settlement Group will be divided by the total number of Covered Pay Periods attributable to the entire Settlement Group to yield a "Per Pay Period Rate."

(3) For each Settlement Group Member, the Per Pay Period Rate will be multiplied by the number of Covered Pay Periods attributable to the Settlement Group Member to yield the Individual Settlement Award owed to that Settlement Group Member.

(c) **No Additional Contribution by Defendants.** Defendants shall not be called upon or required to contribute additional monies other than those stated above in Section 7(a) of this Agreement.

(d) **No Effect on Employee Benefits.** The payments made to Settlement Group Members pursuant to this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Group Members may be entitled under any benefit plans.

(e) **Taxability of Settlement Payments**

(i) **Payments to Plaintiffs' Counsel.** The Attorneys' Fees Award and Litigation Costs Award shall be treated as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue a IRS Form 1099 to Da Vega Fisher Mechtenberg LLP and Strauss & Strauss, APC in connection with their respective shares of the Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA under Section 7(b)(iv)(A) of this Agreement shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** Individual Settlement Awards shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued to each

Settlement Group Member in connection with his or her Individual Settlement Award if it is $600 or more.

(f) **Tax Indemnification.** Plaintiffs, Plaintiffs' Counsel, the Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth above in Section 7(b). Neither Defendants nor Defendants' attorneys make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement. Nor do Defendants or Defendants' attorneys intend anything in this Agreement to be interpreted or relied upon as such. The tax issues for each Settlement Group Member are unique, and each Settlement Group Member will be advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this Settlement. Defendants and the Released Parties (as defined in Section **Error! Reference source not found.**) shall be held harmless from and against any claims relating to the non-withholding of the Settlement Group's share of taxes and shall have no obligation to indemnify or defend Plaintiffs, Plaintiffs' counsel, or any Settlement Group Member, or any governmental authority in any tax proceedings, or from any tax consequences that could result from any payments made in accordance with this Agreement.

8. **Distribution of Settlement Payments**

(a) **Funding of Settlement by Defendants.**

(i) Within twenty (20) calendar days of the Effective Date of this Agreement, Defendants will provide the Settlement Administrator the entire Two Hundred Ninety-Four Thousand Two Hundred Dollar ($294,200.00) Gross Settlement Amount.

(b) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments required by Section 7 of this Agreement to the appropriate entities or persons.

(c) **Payment of Individual Settlement Awards**.

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address on file with Defendants or as updated by the Settlement Administrator. Each Individual Settlement Award will be accompanied by an explanatory letter substantially in the form attached hereto as **Exhibit A**.

(ii) Individual Settlement Award checks will remain negotiable for 120 days after the date of their issuance (the "Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of those checks will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks to the Settlement Group that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement

Administrator will promptly attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing. Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement, but the funds associated with his or her Individual Settlement Award will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

9. **Release of PAGA Representative Claims.** Upon the Effective Date, this settlement forever bars Plaintiffs, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, for the period spanning September 25, 2014 through June 30, 2018, from pursuing any action under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, *et seq.*, against, Defendants; each and all of Defendants' past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, managing members, divisions, affiliates, affiliated entities, related entities, and assigns; the past, present, and future shareholders, owners, officers, directors, board members, employees, agents, trustees, attorneys or legal representatives, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, and members of the foregoing; and/or any other entity or individual which could be liable for the acts or omissions of Defendants (collectively, the "Released Parties") based on or arising out of alleged violations of Labor Code sections alleged in the Third Amended Complaint through the end of the Settlement Period (the "Released Claims).

10. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations by experienced counsel. Each of the Parties acknowledges, agrees, and believes that this Agreement is a fair, adequate, and reasonable settlement of the PAGA Representative Claim. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary.

11. **Authority to Enter into Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement.

12. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

13. **Authorization of Counsel.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement.

14. **Confidentiality.** The Parties and their counsel agree that 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 Agreement. In addition,

Plaintiffs' Counsel agree not to engage in any advertising or marketing (including, but not limited to, any postings on any websites maintained by Plaintiffs' Counsel) specifying any material terms relating to this Agreement.

15. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and use its best efforts to do all such acts and to prepare, execute, and deliver all such documents as may be reasonably required to carry out the stated objectives of this Agreement. The Parties and their counsel will cooperate with each other and to effect the implementation of the Agreement. If the Parties are unable to reach 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 may seek the assistance of the Superior Court to resolve their disagreement.

16. **Nullification of Agreement.** In the event that the Superior Court does not approve the Agreement or the Agreement does not become final for any other reason, this Agreement and any documents generated to bring it into effect will be null and void and the Parties will be returned to their original respective positions as though this Agreement had never been entered into at all.

17. **Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

18. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

19. **Continuing Jurisdiction of the Superior Court.** Pursuant to California Code of Civil Procedure section 664.6, the Superior Court shall retain continuing jurisdiction over the Lawsuit and the Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

20. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to California Evidence Code section 1123.

21. **Amendment and Modification.** This Agreement may not be modified, altered or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

22. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

23. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

25. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties with respect to the PAGA Representative Claim, and supersedes any prior agreements, contracts, or understandings between the Parties as to the subject matter hereof.

* * *

IN WITNESS WHEREOF, the Parties and their counsel knowingly and voluntarily accept of the terms of the this Settlement Agreement and Release by affixing their signatures below.

Dated: 9/24/2020

By: DocuSigned by: Khara Duffy B04DEA11928C4D2...
Khara Duffy

Dated: 9/21/2020

By: DocuSigned by: Rebecca Flynn 028AE603DAB2436...
Rebecca Flynn

Dated: 9/21/2020

By: DocuSigned by: Heather Dieffenbach 0BD85B71492D447...
Heather Dieffenbach

Dated: 9/24/2020

DA VEGA | FISHER | MECHTENBERG LLP

By: DocuSigned by: Ted Mechtenberg 7ECA8180F870466...
Ted Mechtenberg

Attorneys for Plaintiffs

Dated: September 18, 2020

STRAUSS & STRAUSS, APC

By: _____
Michael Strauss

Attorneys for Plaintiffs

Dated: October 2, 2020

JACKSON LEWIS P.C.

By: _____
Leila Nourani

Attorneys for Defendant
CALIFORNIA VIRTUAL ACADEMY AT LOS ANGELES

Dated: September 28, 2020

FISHER & PHILLIPS, LLP

By: _____
Mark J. Jacobs

Attorneys for Defendant
INSPERITY PEO SERVICES, INC.

4816-7613-2292, v. 1