CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698, *et seq.*) SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Eric Hardie ("Plaintiff") and Defendants Mattel, Inc. and Mattel HQ, Inc. (collectively referred to as "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Hardie v. Mattel, Inc.*, *et al.*, Case Number 21STCV11096, pending in the Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount, subject to Court approval, the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with the Motion for Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all past and present persons employed by Defendants in California during the PAGA Period who were (1) assigned to work at Defendants' San Bernardino, California location and worked remotely or (2) assigned to work at Defendants' El Segundo, California location.

1.5. "Class" means all persons in the Paid Stipend Class, Unpaid Stipend Class, or Post Reopening Class.

1.6. "Class Counsel" means Edward W. Choi of the Law Offices of Choi & Associates, P.C., and Justin Lo of Work Lawyers PC.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts, subject to Court approval, allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Defendants' possession consisting of the Class Member's full name, last-known mailing address, Social Security number, and number of Class Pay Periods and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for a Class Member's current mailing address using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, and skip traces.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Pay Period" means any month during which a Class Member was employed by Defendants for at least one day during the Class Period as (1) either a member of the Paid Stipend Class or Unpaid Stipend Class, and/or (2) a member of the Post Reopening Class.

1.13. "Class Period" means the following: (1) for the Paid Stipend and Unpaid Stipend Class, March 21, 2020 to July 31, 2021; and (2) for the Post Reopening Class, August 1, 2021 to July 16, 2025.

1.14. "Class Representative" means Plaintiff Eric Hardie, the named plaintiff in the complaints filed in the Action seeking Court approval to serve as Class Representative.

1.15. "Class Representative Service Payment" means the payment to the Class Representative, subject to Court approval, for initiating the Action and providing services in support of the Action.

1.16. "Court" means the Superior Court of California, County of Los Angeles.

1.17. "Defendants" means named Defendants Mattel, Inc. and Mattel HQ, Inc.

1.18. "Defense Counsel" means Jennifer B. Zargarof and Daniel R. Rodriguez of Morgan, Lewis & Bockius LLP.

1.19. "Effective Date" means the later of the following events: (i) regardless of whether an objection is filed by the Response Deadline, if no appeal of the Court's Final Approval Order and Judgment is filed, the last date on which a notice of appeal may be filed and none is filed, or (ii) if the Court's Final Approval Order and Judgment is entered and a timely appeal is filed, then thirty (30) calendar days after when any appeal, writ, or other appellate proceeding opposing the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

1.20. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means $875,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payments, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administrator Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Pay Periods Defendants employed the Participating Class Member during the Class Period as (1) either a member of the Paid Stipend Class or Unpaid Stipend Class, and/or (2) a member of the Post Reopening Class.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods during the PAGA Period. An Aggrieved Employee cannot opt out of the PAGA Settlement and will receive an Individual PAGA Payment and be bound by the Released PAGA Claims even if he or she opts out of the Class Settlement.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval Order.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. If the Court orders a different amount of Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Administration Expenses Payment, or either increases or decreased the PAGA Penalties, the Net Settlement Amount will be adjusted accordingly.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any month during which an Aggrieved Employee was employed by Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from March 21, 2020, through July 16, 2025.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notices" means Plaintiff's February 8, 2021 and March 19, 2021 letters to the Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the amount of $40,000.00, or the other amount approved by the Court, allocated 25% to the Aggrieved Employees ($10,000.00) and the 75% to the LWDA ($30,000.00) in settlement of PAGA claims.

1.35. "Paid Stipend Class" means a member of the Class who was employed by Defendants between March 21, 2020 and July 31, 2021, who received a stipend from Defendants, and who was (1) assigned to work at Defendants' San Bernardino, California location and worked remotely or (2) assigned to work at Defendants' El Segundo, California location.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "Plaintiff" means Eric Hardie, the named Plaintiff in the Action.

1.38. "Post Reopening Class" means a member of the Class who was employed by Defendants between August 1, 2021 and July 16, 2025, and who was (1) assigned to work at Defendants' San Bernardino, California location and worked remotely or (2) assigned to work at Defendants' El Segundo, California location.

1.39. "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42. "Released Parties" means: Defendants and each of their former and present parents, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, limited partners, shareholders, managers, trustees, attorneys and agents and any other successors, assigns or legal representatives.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class Settlement, (b) fax, email, or mail his or her objection to the Class Settlement, or (c) fax, email, or mail any disputes regarding their reported Class Pay Periods. Class Members to whom the Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to submit a Request for Exclusion, objection, or Class Pay Period dispute.

1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "Unpaid Stipend Class" means a member of the Class who was employed by Defendants between March 21, 2020 and July 31, 2021, who did not receive a stipend from Defendants, and who was (1) assigned to work at Defendants' San Bernardino, California location and worked remotely or (2) assigned to work at Defendants' El Segundo, California location.

2. RECITALS.

2.1. On February 8, 2021, Plaintiff provided written notice to the LWDA and Defendant Mattel HQ, Inc. of Plaintiff's intent to pursue PAGA civil penalties under California Labor Code §§ 201-204, 210, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5, and the applicable Industrial Welfare Commission ("IWC") Wage Order. On March 19, 2021, Plaintiff provided an amended notice to the LWDA and Defendants of Plaintiff's intent to pursue PAGA civil penalties under Labor Code §§ 201-204, 210, 216, 226, 226.3, 226.6, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and 2810.5, and the applicable IWC Wage Order.

2.2. On March 19, 2021, Plaintiff filed a Class Action Complaint in the Action alleging claims for failure to reimburse business expenses on behalf of all Defendants' employees, and alleging misclassification on behalf of exempt copywriters and derivative claims on behalf of exempt copywriters for failure to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to provide accurate itemized wage statements, and failure to pay wages upon termination of employment, and a claim for Unfair Business Practices under Business and Professions Code Section 17200 *et seq.* On July 23, 2021, Plaintiff filed an Amended Class Action Complaint alleging the same claims as the Class Action Complaint, and adding a claim for PAGA civil penalties.

Defendants deny the allegations in the Class Action Complaint and Amended Class Action Complaint, deny any failure to comply with the laws identified in these complaints, and deny any and all liability for the claims alleged therein. Defendants have agreed to resolve the Action via this Settlement, but to the extent this Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses, including based on arbitration agreements as to Class Members. Neither the Settlement nor this Agreement shall be construed as an admission by Defendants or any of the Released Parties of any fault, liability, or wrongdoing, which Defendants expressly deny.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.4. On November 19, 2021, the Parties participated in an all-day mediation presided over by mediator Steven Rottman, Esq. The mediation did not result in a settlement. On July 16, 2025, the Parties again participated in an all-day mediation with Michael Loeb, Esq. Through arms-length negotiations with Mr. Loeb's assistance, the Parties reached an agreement to settle the Action, the terms of which were memorialized in a Memorandum of Understanding, executed by the Parties and their counsel on September 16, 2025, and the terms of which are now fully memorialized in this Agreement.

2.5. Prior to mediation, Plaintiff confirmed that his copywriter misclassification claim, and derivative claims, is an individual claim as to Plaintiff only, and that Plaintiff was only pursuing the claim for failure to reimburse business expenses on behalf of others on a class and representative basis. Prior to mediation with Mr. Loeb, Plaintiff obtained, through formal and informal discovery, documents and information related to Plaintiff's claims, including large amounts of expense reimbursement records for the Class over the Class Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*").

2.6. The Court has not granted class certification, as the Parties engaged in mediation prior to Plaintiff filing a motion for class certification.

2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. <u>MONETARY TERMS</u>.

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $875,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross

Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member and any Individual PAGA Payment as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for the Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: Class Counsel intends to seek Court approval of attorneys fees based upon a catalyst theory wherein Class Counsel will aggregate the Gross Settlement Amount ($875,000) and the total amount of stipends that Defendants paid to certain members of the Class ($1,302,964.11), and seek Court approval of up to 20% of this aggregated amount. Class Counsel estimates their attorneys fees based on this formula at $435,592.82 (20% x ($875,000 + $1,302,964.11)). Class Counsel will also seek Court approval of their actual expenses not to exceed $35,000. The amount the Court awards Class Counsel for their attorneys fees and expenses will be paid out of the Gross Settlement Amount. Subject to Defense Counsel's review of Class Counsel's motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Defendants will not oppose requests for these payments. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed $23,000.00 except for a showing of good cause and as approved by the Court. To the extent an Administration Expenses Payment approved by the Court is less than $23,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment for the Paid Stipend Class will be calculated as follows: (1) 5% of the Net Settlement Amount will be allocated to the Paid Stipend Class ("Paid Stipend Class Amount") (2) the Paid Stipend Class Amount will be divided by the total number of Class Pay Periods of Participating Class Members of the Paid Stipend Class, and (3) multiplying the result by the Class Pay Periods for each Participating Class Member of the Paid Stipend Class. An Individual Class Payment for the Unpaid Stipend Class will be calculated as follows: (1) 20% of the Net Settlement Amount will be allocated to the Unpaid Stipend Class ("Unpaid Stipend Class Amount") (2) the Unpaid Stipend Class Amount will be divided by the total number of Class Pay Periods of Participating Class Members of the Unpaid Stipend Class, and (3) multiplying the result by the Class Pay Periods for each Participating Class Member of the Unpaid Stipend Class. An Individual Class Payment for the Post Reopening Class will be calculated as follows: (1) 75% of the Net Settlement Amount will be allocated to the Post Reopening Class ("Post Reopening Class Amount") (2) the Post Reopening Class Amount will be divided by the total number of Class Pay Periods of Participating Class Members of the Post Reopening Class, and (3) multiplying the result by the Class Pay Periods for each Participating Class Member of the Post Reopening Class.

3.2.4.1. Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, but they will receive Individual PAGA Payments if they meet the Aggrieved Employee definition. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $40,000.00 to be paid from the Gross Settlement Amount, with 75% ($30,000.00) allocated to the LWDA PAGA Payment and 25% ($10,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($10,000.00) by the total number of PAGA Pay Periods for all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. If applicable, 100% of each Aggrieved Employee's Individual PAGA Payment will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court requires or approves PAGA Penalties of more or less than the amount requested, the Administrator will deduct the Court's required/approved amount from the Gross Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Pay Periods. Based on a review of its records, on August 13, 2025, Defendants represented to Plaintiff that there are 117,437 Class Pay Periods that the Class Members were employed by Defendants during the Class Period. Following entry of the Preliminary Approval Order by the Court, if the actual number of Class Pay Periods that the Class Members were employed by Defendants during the Class Period is more than 5% than the 117,437 Class Pay Periods represented by Defendants, the Gross Settlement Amount will increase by the percentage difference and the actual number of Class Pay Periods employed by Class Members over 5% that accrued. For example, if the total number of Class Pay Periods employed by Class Members during the Class Period is determined to be 6% higher than 117,437, the Gross Settlement Amount will be increased by 1%.

4.2 Class Data. Not later than fifteen (15) calendar days after receipt by Defendants, whether from the Court or service by Plaintiff, of the Court's Preliminary Approval Order of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the mailing address of any Class Member whose Class Notice was returned undeliverable using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as requested by the Class Member prior to the void date.

4.4.3. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check, as applicable, is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to *cy pres* Legal Aid at Work, subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. Neither the Settlement nor any amounts paid under the Settlement, including the Individual Class Payments and Individual PAGA Payments, will modify any employee benefit plan, policy, or bonus program sponsored by Defendants or the Released Parties.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Plaintiff's Released Claims: Separate from the Gross Settlement Amount, Defendants agree to pay Plaintiff for a general release to settle his individual claim for misclassification and individual derivative claims ("Individual Settlement"). The Parties will execute a separate settlement agreement for the Individual Settlement. The Parties agree to keep confidential the monetary terms of the Individual Settlement. If disclosure of the monetary terms of the Individual Settlement is required for Court approval of the Settlement, the Parties agree that such disclosure will be either under seal or in camera review, and that the monetary terms of the Individual Settlement Amount will not become part of the public record. If the Agreement is deemed void or the Effective Date does not occur, the Individual Settlement between the Parties will remain binding.

5.2. Release by Participating Class Members: Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiff, Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from any and all claims and/or causes of action for damages and or penalties under Labor Code §2802 and the California IWC's Wage Orders that were plead or which could have been pled based on the factual allegations and claims stated in the Class Action Complaint, Amended Class Action Complaint, or Plaintiff's PAGA Notices that accrued at any time during the Class Period for unpaid business related expenses.

5.3. Release by Aggrieved Employees: Upon the Effective Date and funding of the Gross Settlement Amount, Plaintiff, Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from any and all claims and/or causes of action for PAGA penalties predicated on violations of Labor Code § 2802 and the California IWC's Wage Orders that were pled or which could have been pled based on the factual allegations and claims stated in the Class Action Complaint, Amended Class Action Complaint, or Plaintiff's PAGA Notices that accrued at any time during the PAGA Period for unpaid business related expenses.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Plaintiff agrees to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), with cooperation by Defendants.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining the Preliminary Approval Order, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval Order; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. Class Counsel will provide Defense counsel with drafts of all documents necessary for obtaining the Preliminary Approval Order at least five (5) court days in advance of filing to allow Defense Counsel reasonable time to review and comment. Class Counsel agrees to reasonably incorporate comments from Defense Counsel.

The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall be determined by the Court, and the Court's determination shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not enter the Preliminary Approval Order or conditions entering the Preliminary Approval Order on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.3. Declaration. Defendants, in support of Plaintiff's Motion for Preliminary Approval and Motion for Final Approval of the Settlement, shall provide a declaration regarding the amount of stipend payments made to Class Members.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.3. Notice to Class Members.

7.3.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received, and notify Class Counsel and Defense Counsel of the number of Class Members, Aggrieved Employees, Class Pay Periods, and PAGA Pay Periods in the Class Data.

7.3.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Pay Periods or PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4. The deadlines for Class Members' written objections, disputes to Class Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.3.5. If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4. Requests for Exclusion (Opt-Outs).

7.4.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.4.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity.

7.4.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Release by Participating Class Members under Paragraph 5.1 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating and Participating Class Members who are Aggrieved Employees will still be bound by the release in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment.

7.5. <u>Challenges to Calculation of Class Pay Periods</u>. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator will presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Pay Periods, after conferring with Defense Counsel and Class Counsel, shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Pay Periods to Defense Counsel and Class Counsel for review and response.

7.6. <u>Objections to Settlement.</u>

7.6.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Neither Plaintiff nor Non-Participating Class Members have a right to object.

7.6.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). The written objection must be signed personally by the Participating Class Member, and must include the Participating Class Member's name and address, the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. Class Members who fail to make timely written objections or to appear at the Final Approval Hearing in the manner specified above shall be deemed to have waived any objections to the Settlement's fairness, reasonableness, and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

7.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Pay Periods received and/or resolved, checks mailed for Individual Class Payments and Individual PAGA Payments, and checks deposited or cashed ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4. Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the

Administrator's declaration(s) in Court.

8. **FINAL REPORT BY SETTLEMENT ADMINISTRATOR**. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval. The Parties will jointly prepare the proposed Final Approval Order.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not enter the Final Approval Order or conditions entering the Final Approval Order on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain entry of the Final Approval Order. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment and/or Administration Expenses Payment, or a different amount for the PAGA Penalties, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Effective Date occurs.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain entry of the Final Approval Order and entry of Judgment, and any additional Administrator expenses reasonably incurred after remittitur will come out of the Net Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Class Action Complaint or Amended Class Action Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does enter the Preliminary Approval Order, the Final Approval Order or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (i) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (ii) to counsel in a related matter; (iii) to the extent necessary to report income to appropriate taxing authorities; (iv) in response to a court order or subpoena; or (v) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Plaintiff and Class Counsel also agree that they will not issue a press release or otherwise issue any advertising related to this Settlement, or hold any press conference or initiate contact with a member of the press, including on social media or any website, about this case and/or the fact, amount, or terms of the Settlement.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel, employees, and/or agents will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Information and Documents. Information provided to Class

Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of information and documents provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy, all paper and electronic versions of information and documents received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destruction, of the information and documents.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Weekend or Holiday. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Edward W. Choi, Esq. SBN 211334
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
edward.choi@choiandassociates.com

Justin Lo, Esq. SBN 280102
justin@caworklawyer.com
WORK LAWYERS PC
22939 Hawthorne Blvd., #300
Torrance, CA 90505
Telephone: (424) 355-8535
Facsimile: (424) 355-8335
justin@caworklawyer.com

To Defendants:

Daniel Rodriguez, Bar No. 323955
Jennifer B. Zargarof, Bar No. 204382)
MORGAN, LEWIS & BOCKIUS LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, California 90071
Telephone: (213) 612-2500
Facsimile: (213) 612-2501

daniel.rodriguez@morganlewis.com
jennifer.zargarof@morganlewis.com

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 1/29/2026

Signed by:
eric hardie
92F99C3B01A940E...

Plaintiff Eric Hardie

Dated:

Gigi Davis
for Defendants Mattel Inc. and Mattel HQ, Inc.

Dated: 1/30/2026

LAW OFFICES OF CHOI & ASSOCIATES
WORK LAWYERS PC

Signed by:
Justin Lo
851114C5405E4A4...

Edward W. Choi
Justin Lo
Attorneys for Plaintiff

Dated:

MORGAN, LEWIS & BOCKIUS LLP

Jennifer Zargarof
Daniel Rodriguez
Attorneys for Defendants