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DAVID GRIFFIN

SUPERIOR COURT OF CALIFORNIA

SAN DIEGO COUNTY

DAVID GRIFFIN, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

LPL FINANCIAL LLC, a limited liability
company, and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2021-00005786-CU-OE-CTL

**JOINT STIPULATION OF PAGA
SETTLEMENT; RELEASE OF CLAIMS**

Action Filed: April 22, 2019
Trial: Off Calendar

JOINT STIPULATION OF PAGA SETTLEMENT; RELEASE OF CLAIMS

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1 This Joint Stipulation of Settlement and Release of Claims, which includes the Recitals
2 and all exhibits attached hereto (collectively, the “Settlement” or “Agreement”), is entered into
3 by and between (a) Plaintiff David Griffin, on behalf of himself and other similarly situated
4 and/or aggrieved employees, and as proxy for the Attorney General of the State of California
5 (“Plaintiff”), and (b) Defendant LPL Financial LLC (“Defendant” or “LPL”) (collectively, the
6 “Parties”).

7 Subject to approval by the San Diego County Superior Court (the “Court”), this
8 Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle
9 the Action (as defined below) and the Released Claims (as defined below), upon and subject to
10 the terms and conditions hereof.

11 All terms contained herein are material, unless explicitly stated otherwise.

12 **1. DEFINITIONS**

13 For the purposes of this Agreement only, the following terms shall be defined as set forth
14 below:

15 1.1. “**Action**” or “**Lawsuit**” mean all complaints filed in the case titled David Griffin
16 v. *LPL Financial, LLC*, San Diego County Superior Court, Case No. 37-2021-00005786-CU-
17 OE-CTL, and initiated on February 8, 2021. The Action also includes the allegations set forth in
18 the Private Attorney General Act (PAGA) notice letter that Plaintiff sent to the California Labor
19 Workforce Development Agency (“LWDA”) on February 5, 2021 (the “PAGA Notice Letter”),
20 which is incorporated into the operative First Amended Complaint (“FAC”) in the Action.

21 1.2. “**Aggrieved Employees**” or “**Settlement Group**” refers to all hourly, non-exempt
22 employees employed by LPL in California, at any time between February 5, 2020 to the date
23 when there are 73,000 pay periods covered by the Settlement, or the date of an entry of an order
24 approving the Settlement by the Court, whichever comes first (“PAGA Period”).

25 1.3. “**Approval Hearing**” and “**Approval**” refer to the hearing at which the Court will
26 determine whether the terms of the Agreement are fair, reasonable, and adequate for the
27 Aggrieved Employees and meet all applicable requirements for approval.
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1.4. **“Attorneys’ Fees”** means the Attorneys’ Fees and Costs payment from the Gross Settlement Amount and approved by the Court for recoverable Attorneys’ Fees and Costs associated with the litigation and resolution of the Action. It is agreed by the Parties that Plaintiff’s Counsel shall request Attorneys’ Fees and Costs not to exceed 33.33% of the Gross Settlement Amount (up to \$116,666.67), supported by adequate documentation showing the amount of Attorneys’ Fees and Costs sought. LPL has agreed not to oppose Plaintiff’s Counsel’s request for Attorneys’ Fees and Costs, if made as set forth above.

1.5. **“Costs”** means Plaintiff’s and the Aggrieved Employees’ litigation costs to be paid from the Gross Settlement Amount and approved by the Court for costs associated with the litigation and resolution of the Action, including, but not limited to, all recoverable costs that Plaintiff and the Aggrieved Employees incur for the prosecution and litigation of the Action. Plaintiff’s Counsel shall submit adequate documentation to support the amount of Costs sought. LPL has agreed not to oppose Plaintiff’s Counsel’s request for Costs, if made as set forth above.

1.6. **“Defense Counsel”** refers to Jon D. Meer, Paul J. Leaf, and Jeff Nordlander of Seyfarth Shaw LLP. For purposes of providing any notice required under this Agreement, Defense Counsel shall be notified by email at jmeer@seyfarth.com for Jon D. Meer, and pleaf@seyfarth.com for Paul J. Leaf.

1.7. **“Effective Date”** refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court, or other court assuming jurisdiction of the Lawsuit, and (ii) the Court’s Judgment approving the Settlement becomes Final.

1.8. **“Final”** shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.9. **“Individual Settlement Sum”** means the \$10,000 that Plaintiff will ask the Court to approve in relation to this Settlement Agreement and in exchange for a general release.

1.10. **“Gross Settlement Amount”** means the maximum amount that LPL can be obligated to pay under the Settlement, which is \$350,000.00, inclusive of Attorneys’ Fees and Costs (both those incurred to date and those to be incurred), all Individual PAGA Payments, the LWDA PAGA Payment, Settlement Administration Costs, and any Individual Settlement Sum to Plaintiff. The Gross Settlement Amount shall be the total amount paid by LPL and cannot be increased for any reason. The Gross Settlement Amount shall be all-in with no reversion to LPL. The Gross Settlement Amount is a material term of this Agreement.

1.11. **“Individual PAGA Payment”** means the portion of the 25% of the Net Settlement Amount allocated to each Aggrieved Employee. There shall be no need to submit any documentation to receive an Individual PAGA Payment. The sum of all Individual PAGA Payments shall be referred to as the “Total PAGA Payment To All Aggrieved Employees.”

Each Individual PAGA Payment shall include payment for any claims under the California Private Attorneys General Act of 2004, including, but not limited to, any theories of liability and alleged California Labor Code violations that were alleged or could have been alleged based on the facts asserted in the Lawsuit.

1.12. **“Judgment”** means the Final Judgment entered by the Court consistent with this Agreement.

1.13. **“LPL”** means LPL Financial LLC, and any of its former, future, and present parents, subsidiaries, divisions, and affiliates.

1.14. **“LWDA PAGA Payment”** refers to the 75% (or not less than \$141,249.99) of the Net Settlement Amount that shall be paid to the LWDA for alleged California Labor Code violations.

1.15. **“Net Settlement Amount”** means the portion of the Gross Settlement Amount remaining for payments to Aggrieved Employees and the LWDA, after deductions for Settlement Administration Costs, Attorneys’ Fees, Costs, and any Individual Settlement Sum to

1 Plaintiff. The entire Net Settlement Amount shall be distributed to the Aggrieved Employees
2 and the LWDA. There shall be no reversion to LPL.

3 The Net Settlement Amount shall be paid out as follows, as required by the
4 PAGA statute: 75% of it shall be paid to the LWDA (the “LWDA PAGA Payment”), and the
5 remaining 25% of it (the “Total PAGA Payment To All Aggrieved Employees”) shall be paid to
6 the Aggrieved Employees on a pro rata basis based on the number of Pay Periods each worked
7 during the PAGA Period.

8 1.16. “**PAGA Period**” refers to the period from February 5, 2020 to the date when
9 there are 73,000 pay periods covered by the Settlement, or the date of entry of an order
10 approving the Settlement by the Court, whichever comes first.

11 1.17. “**Pay Periods**” means a full or partial pay period worked by an Aggrieved
12 Employee during the PAGA Period. LPL’s employment records shall be determinative for
13 calculating the number of Pay Periods that each Aggrieved Employee worked for LPL and any
14 payments under the Settlement. For purposes of calculating Pay Periods, if an Aggrieved
15 Employee was actively working on one day encompassed by a Pay Period, then the Aggrieved
16 Employee shall receive credit for working the entire Pay Period.

17 1.18. “**Plaintiff’s Counsel**” refers to Kane Moon, Allen Feghali, and Edwin
18 Kamarzarian of Moon & Yang, APC. For purposes of providing any notice required under this
19 Agreement, Plaintiff’s Counsel shall be notified by email at allen.feghali@moonyanglaw.com
20 for Allen Feghali, and edwin.kamarzarian@moonyanglaw.com for Edwin Kamarzarian.

21 1.19. “**Released Claims**” refers to those claims defined below in this Agreement.

22 1.20. “**Released Parties**” refers to LPL, along with any of its current, future, or former
23 affiliates, predecessors, successors, members, insurers, agents, assigns, divisions, parents,
24 subsidiaries, partnerships, joint ventures, and any other entity related to LPL; and all of their
25 current, future, and former members, directors, officers, employees, executors, fiduciaries,
26 shareholders, partners, employees, agents, insurers, attorneys, and anyone else acting for any of
27 those entities.

1.21. **“Settlement Administration Costs”** refer to the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement (up to \$20,000.00) and, if necessary, any such costs in excess of the amount estimated by the Settlement Administrator. The Settlement Administration Costs include the following:

1.21.1 Printing, distributing, and mailing the Individual PAGA Payments pursuant to the terms of this Agreement;

1.21.2 Establishing a separate employer identification number and a Qualified Settlement Fund, tax reporting, making tax payments, and providing required 1099 forms;

1.21.3 Calculating and distributing the Individual PAGA Payments, Attorneys’ Fees and Costs, any Individual Settlement Sum, and LWDA PAGA Payment;

1.21.4 Depositing the funds from uncashed checks with the California State Controller’s Office for unclaimed property in the name of the Aggrieved Employee, or paid to any other third-party fund or organization ordered by the Court; and

1.21.5 Providing necessary reports and declarations, as requested by the Parties or the Court.

1.22. **“Settlement Administrator”** refers to ILYM Group, Inc., a third-party class action and PAGA settlement administrator chosen by the Parties and subsequently approved by the Court to administer this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.23. **“Settlement List”** means a list of Aggrieved Employees that LPL will compile and provide to the Settlement Administrator within 15 calendar days after the Effective Date. The Settlement List shall include the following information: (1) name of each Aggrieved Employee; (2) the most current, known mailing address of each Aggrieved Employee; (3) the social security number of each Aggrieved Employee; and (4) total number of pay periods worked by each Aggrieved Employee during the PAGA Period. For purposes of compiling the

1 Settlement List, LPL's records used for payroll purposes shall be deemed the controlling source
2 of information.

3 1.24. "Total PAGA Payment To All Aggrieved Employees" means the entire 25% of
4 the Net Settlement Amount available to Aggrieved Employees, which will be not less than
5 \$47,083.34.

6 **2. PROCEDURAL HISTORY AND RECITALS**

7 2.1. Plaintiff worked for LPL from July 30, 2018 to August 7, 2020.

8 2.2. On February 5, 2021, Plaintiff sent a letter to the LWDA giving notice of his
9 intent to pursue an individual and representative PAGA action on behalf of himself and the State
10 of California, as well as on behalf of a proposed group of aggrieved employees.

11 2.3. Plaintiff initiated this Lawsuit in San Diego County Superior Court on February 8,
12 2021. The initial Complaint set forth individual and class action claims.

13 2.4. Plaintiff filed a First Amended Complaint ("FAC") on April 26, 2021, to add a
14 PAGA claim.

15 2.5. On April 29, 2021, pursuant to his executed and binding arbitration agreement
16 and class action waiver, Plaintiff dismissed his individual claims and his class action claims so
17 he could immediately pursue his PAGA claim without first having to arbitrate his individual
18 claims. The trial court signed the dismissal order the same day.

19 2.6. After the U.S. Supreme Court issued a decision in *Viking River Cruises, Inc. v.*
20 *Moriana*, 142 S. Ct. 1906 (2022), holding that individual PAGA claims may be compelled to
21 arbitration, LPL filed a motion to compel arbitration of Plaintiff's individual PAGA claim and to
22 dismiss his representative PAGA claim. On August 26, 2022, the trial court ordered Plaintiff to
23 arbitrate his individual PAGA claim with FINRA and stayed his representative PAGA claim as
24 to all of the Aggrieved Employees pending completion of the parties' arbitration.

25 2.7. The Parties opted instead to mediate and seek a global settlement of Plaintiff's
26 individual claims and the representative PAGA claim. Plaintiff has not filed an arbitration
27 demand.

2.8. In order to prepare for mediation, the Parties engaged in extensive informal discovery, including LPL producing (1) a declaration confirming that all Aggrieved Employees signed an arbitration agreement and representative PAGA waiver; (2) a copy of the arbitration agreement signed by Plaintiff; (3) all of LPL's pertinent written employment policies; (4) Plaintiff's employment records; and (5) time and wage records for a sample of Aggrieved Employees. The Parties then had data experts and statisticians analyze the time and wage records to assess Plaintiff's individual and representative PAGA claims.

2.9. The Parties mediated with experienced class and representative action mediator Steve Serratore on October 26, 2022. The mediation lasted all day and included LPL's Senior Vice President, Associate General Counsel. The Parties both accepted a mediator's proposal for the Gross Settlement Amount. The Parties, Plaintiffs' Counsel, and Defense Counsel also signed a Memorandum Of Understanding ("MOU") at the end of the mediation, with the intent that the MOU would be fully enforceable, until superseded by this Agreement.

2.10. Plaintiff and LPL now wish to fully and finally settle all of the disputes and differences between them, including, but not limited to, the Action and Lawsuit, and any known or unknown rights or claims that Plaintiff may have against LPL or the Releasees. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. The Parties also intend that the MOU shall be superseded by this Agreement.

2.11. LPL denies and continues to deny all of the allegations made by Plaintiff and the Aggrieved Employees in the Action, including in the PAGA Notice Letter, the initial Complaint, and the FAC. LPL further denies and continues to deny that it is liable or owes damages, penalties, interest, attorneys' fees, costs, wages, expense reimbursements, or other compensation or remedies with respect to the alleged facts or claims asserted in the Action. LPL denies any liability or wrongdoing of any kind in connection with Plaintiff's claims, and contends that, during all relevant times, it complied with applicable law. Nonetheless, without admitting or

1 conceding any liability or damages whatsoever, LPL has agreed to settle the Action on the terms
2 and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of
3 continuing litigating the Action. Plaintiff acknowledges that the execution of this Agreement
4 and the payment of consideration or any other obligation hereunder are not and shall not be
5 construed in any way as an admission of wrongdoing or liability on the part LPL, the Released
6 Parties, or any person or entity named in or alleged in the PAGA Notice Letter, Complaint, or
7 FAC.

8 2.12. The Parties understand and agree that this Agreement is a settlement document
9 and shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408
10 and/or any other similar law, be inadmissible in evidence in any proceeding, except in an action
11 or proceeding to approve the Settlement and/or interpret or enforce this Agreement. The Parties
12 agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete
13 defense to, and may be used as the basis for an injunction against any action, suit, or other
14 proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement. The
15 Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and
16 complete defense to, and may be used as the basis for an injunction against any action, suit, or
17 other proceeding that may be instituted, prosecuted, or attempted as to the Released Claims in
18 this Agreement.

19 2.13. This Agreement is conditioned upon the Court's order approving the Settlement
20 and issuing a Judgment in this Action as envisioned by the Agreement. Upon execution of this
21 Agreement, Defense Counsel shall promptly prepare a joint motion for approval of the PAGA
22 settlement, which Plaintiff's Counsel will review and revise. The papers will include evidence
23 submitted as part of LPL's mediation brief that Plaintiff reviewed, and conceded, was part of the
24 evaluation and settlement of the case. The Parties agree that the joint motion for approval of the
25 PAGA settlement shall be fully finalized and fully executed within 60 days after execution of
26 this Agreement. Given that the motion for joint approval of the PAGA settlement will be
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1 submitted on behalf of the Parties, there will be no need for opposition or reply papers. The
2 hearing for approval of the Settlement will be set on the first available hearing date.

3 2.14. The Parties and their counsel agree to cooperate fully with each other to
4 accomplish the terms of this Agreement (including execution of documents) and to take such
5 other action as may be reasonably necessary to implement the terms of this Agreement. The
6 Parties shall use their best efforts, including all efforts contemplated by this Agreement and any
7 other efforts that may become necessary by order of the Court, or otherwise, to effectuate this
8 Agreement and the terms set forth herein, including to obtain an order approving this Settlement
9 and to dismiss with prejudice the Action and claims of Plaintiff and the Aggrieved Employees
10 upon approval of the Settlement. In the event the Parties are unable to reach agreement on the
11 form or content of any document needed to implement the Agreement, or on any supplemental
12 provisions or actions that may become necessary to effectuate the terms of this Agreement, the
13 Parties shall first seek the assistance of the mediator and then the Court to resolve such
14 disagreement.

15 2.15. Provided that the Court's order approving the Settlement and the accompanying
16 Judgment are consistent with the terms and conditions of the Agreement, Plaintiff and the
17 Settlement Group, inclusive, hereby waive any and all rights to appeal in connection with any
18 issue in the order approving the Settlement, including, but not limited to, all rights to any post-
19 judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside
20 judgment, a motion for new trial, and any extraordinary writ, and the order approving the
21 Settlement will become final and non-appealable at the time it is entered.

22 2.16. Should the Court not approve the Settlement as materially set forth in this
23 Agreement, the Parties agree to cooperate in good faith to modify this Agreement and obtain
24 Court approval. However, LPL shall not be required to agree to any modification of any term
25 labeled as material in this Agreement, and shall have the right to void the Agreement if the Court
26 orders a change in any material term.

1 2.17. This Agreement is contingent upon the Court approving the Settlement. LPL
2 expressly reserves its right to challenge the propriety of representative treatment of the Action,
3 should the Court not approve the Settlement or this Agreement.

4 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein,
5 and of the release and dismissal of all Released Claims, the Parties stipulate and agree to the
6 terms and provisions of this Settlement and Agreement, subject to the approval of the Court.

7 **3. SENDING INDIVIDUAL PAGA PAYMENTS TO AGGRIEVED EMPLOYEES**

8 3.1. **Settlement Administrator.** The Parties will request that the Court appoint ILYM
9 Group, Inc. as Settlement Administrator. The Parties agree that Settlement Administration Costs
10 shall not exceed \$20,000.00 based on a written bid received from the Settlement Administrator.
11 All disputes relating to the Settlement Administrator's performance of its duties, after good-faith
12 efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary,
13 which will have continuing jurisdiction over this Agreement until all payments and obligations
14 contemplated by this Agreement have been fully completed.

15 3.2. **Data For Settlement Administrator.** Within 15 days of the Effective Date, LPL
16 agrees to provide the Settlement Administrator solely with the full names, last known addresses,
17 social security numbers, and the number of pay periods worked during the PAGA Period for
18 each member of the Settlement Group.

19 The contact information is being provided confidentially, and the Settlement
20 Administrator shall treat the information as private and confidential and take all necessary
21 precautions to maintain the confidentiality of contact information of the Aggrieved Employees.
22 This information is to be used only to carry out the Settlement Administrator's duties as
23 specified in this Agreement. The Settlement Administrator shall return the Settlement List to
24 LPL or confirm its destruction upon completion of the Settlement Administrator's duties in
25 administering the Settlement. For purposes of compiling the Settlement List, LPL's records used
26 for payroll purposes shall be deemed the controlling source of information.

1 **3.3. Mailing Of Settlement Checks.** The Settlement Administrator shall mail the
2 checks to Aggrieved Employees in the amount of their Individual PAGA Payments. Given that
3 the Individual PAGA Payments are for civil penalties under PAGA, there shall be no deductions
4 related to wage payments. The Settlement Administrator shall send the Individual PAGA
5 Payments to Aggrieved Employees via First Class U.S. Mail, using the most current, known
6 mailing address for each Aggrieved Employee based on information provided by LPL.

7 The Settlement Administrator, when distributing settlement checks to the
8 Aggrieved Employees, shall include a statement substantially similar to that attached hereto as
9 **Exhibit A.**

10 **3.4. No Rights To Opt-Out Or Object By Aggrieved Employees.** Given that the
11 Settlement is for payment of civil penalties under PAGA, the Aggrieved Employees shall have
12 no right to object to the terms of the Settlement, or opt-out of the Settlement.

13 **3.5. Non-Delivered Individual PAGA Payments.** Any mailing returned to the
14 Settlement Administrator as undeliverable shall be sent within 10 calendar days via First Class
15 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
16 Settlement Administrator shall attempt to determine the correct address using a search based on
17 the National Change of Address Database maintained by the United States Postal Service to
18 update and correct any known or identifiable address changes, and it shall then perform a single
19 re-mailing via First Class U.S. Mail within 10 calendar days.

20 **3.6. Notice To The LWDA.** Plaintiff shall provide notice of the Settlement to the
21 LWDA, as provided by California Labor Code Section 2699(l)(2).

22 **3.7. Binding Effect Of Settlement.** Although some Aggrieved Employees might not
23 receive the Individual PAGA Payments due to inability to locate their current address following
24 the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of
25 the terms of this Settlement and Agreement and the Judgment.

1 **4. COMPUTATION AND DISTRIBUTION OF SETTLEMENT PROCEEDS**

2 **4.1. Funding Of Gross Settlement Amount.** LPL shall deposit into an interest
3 bearing escrow account with the Settlement Administrator the Gross Settlement Amount, within
4 10 calendar days after the Effective Date, or as otherwise directed by the Court, provided that
5 LPL shall have no obligation to fund the Gross Settlement Amount until the Effective Date.

6 **4.2. Attorneys' Fees And Costs.** Plaintiff's Counsel intends to request—and LPL
7 agrees not to oppose—that the Court approve Attorneys' Fees in an amount up to 33.33% of the
8 Gross Settlement Amount (or \$116,666.67), and, shall request allowable Costs. Plaintiff's
9 Counsel shall provide adequate documentation to support their Attorneys' Fees and Costs, in
10 whatever format that may be required by the Court. LPL shall have no liability for any
11 attorneys' fees or costs.

12 **4.2.1 Approval Of Attorneys' Fees And Costs Not Material.** The Court's
13 approval of Attorneys' Fees and/or Costs is not a material term of the Settlement or this
14 Agreement. If the Court does not approve, or approves only a lesser amount than that requested
15 by Plaintiff's Counsel for Attorneys' Fees and/or Costs, the other terms of the Settlement and
16 this Agreement shall still apply. The Court's refusal to approve the Attorneys' Fees and/or Costs
17 requested by Plaintiff's Counsel does not give Plaintiff, the Aggrieved Employees, or Plaintiff's
18 Counsel any basis to abrogate the Settlement or this Agreement. Any amount of Attorneys' Fees
19 and/or Costs requested by Plaintiff's Counsel but unapproved by the Court shall be allocated to
20 the Net Settlement Amount.

21 **4.2.2 Timing Of Payment Of Attorneys' Fees And Costs.** The Settlement
22 Administrator shall pay to Plaintiff's Counsel any approved Attorneys' Fees and Costs
23 30 calendar days after the funding of the Gross Settlement Amount, or as otherwise directed by
24 the Court. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for
25 any Attorneys' Fees and Costs payment. Plaintiff's Counsel shall be solely and legally
26 responsible for paying all applicable taxes on any Attorneys' Fees and Costs payments and shall
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indemnify and hold harmless LPL from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

4.3. Net Settlement Amount. The Parties will seek approval of a Net Settlement Amount of at least \$188,333.33¹ to be paid from the Gross Settlement Amount. Seventy-five percent of the Net Settlement Amount (or not less than \$141,249.99) will be paid to the LWDA consistent with California Labor Code Sections 2699(i) and (j) no later than 30 calendar days after the funding of the Gross Settlement Amount. The remaining 25% of the Net Settlement Amount (or not less than \$47,083.34) shall be distributed to Aggrieved Employees as their Individual PAGA Payments under the terms of this Agreement.

4.3.1 Reduction Or Increase Of The Net Settlement Amount Not Material. The Court's reduction or increase of the Net Settlement Payment is not a material term of the Settlement or this Agreement, as long as any such revision does not increase the Gross Settlement Amount. If the Court approves a lesser or greater amount than that requested by this Agreement for the Net Settlement Amount, the other terms of the Settlement and this Agreement shall apply. The Court's reduction or increase of the Net Settlement Amount requested by this Agreement does not give the Plaintiff, Plaintiff's Counsel, or the Aggrieved Employees any basis to abrogate the Settlement or this Agreement.

4.3.2 Individual PAGA Payments. Aggrieved Employees shall be entitled to receive an Individual PAGA Payment. The sum of all Individual PAGA Payments is called the "Total PAGA Payment To All Aggrieved Employees."

For the PAGA Period for each Aggrieved Employee, LPL shall provide to the Settlement Administrator and to Plaintiff's Counsel the data required for the Settlement List.

To determine the Individual PAGA Payment for each Aggrieved Employee, the Settlement Administrator shall use the following formula:

¹ The Net Settlement is \$350,000.00, minus \$116,666.67 for attorneys' fees, minus not more than \$15,000.00 for costs of litigation, minus not more than \$20,000.00 for administration costs, and minus \$10,000.00 for the Individual Settlement Sum.

- Each member of the Settlement Group shall be assigned a percentage share of not less than \$47,083.34 allocated to the Total PAGA Payment To All Aggrieved Employees. The percentage share shall be based upon the total number of Pay Periods the specific member of the Settlement Group was employed during the PAGA Period in comparison to the total number of Pay Periods all members of the Settlement Group were employed during the PAGA Period.

Each Aggrieved Employee's total number of Pay Periods shall be determined based on LPL's records. If an Aggrieved Employee works any day in a given Pay Period, the Aggrieved Employee shall be credited for the entire Pay Period. If any Aggrieved Employee disputes the number of Pay Periods assigned to that Aggrieved Employee, the Aggrieved Employee may produce evidence to the Settlement Administrator. Absent compelling evidence rebutting LPL's records, those records will be presumed determinative. But if an Aggrieved Employee produces compelling evidence to the contrary, then the Settlement Administrator will evaluate the evidence submitted by the Aggrieved Employee and will make the final decision as to the number of Pay Periods that should be applied.

4.3.3 Allocation Of Individual PAGA Payment For Tax Purposes. The Settlement Administrator will issue IRS Forms 1099 to Aggrieved Employees in connection with their Individual PAGA Payments. No payroll deductions shall be made, because the payments constitute civil penalties, rather than wages. The Settlement Administrator shall set up its own taxpayer identification number and Qualified Settlement Fund for purposes of making the Individual PAGA Payments required under this Agreement. Plaintiff and Aggrieved Employees shall be solely and legally responsible for paying all applicable taxes on their respective Individual PAGA Payments and shall indemnify and hold harmless LPL from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4.3.4 Allocation Of Individual PAGA Payments Not Material. The Court's approval of the allocation of the Individual PAGA Payments is not a material term of the Settlement or this Agreement. If the Court does not approve the allocation of the Individual PAGA Payments, the other terms of the Settlement and this Agreement shall apply. The Court's refusal to approve the allocation for the Individual PAGA Payments requested by the Parties

1 does not give Plaintiff, the Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate the
2 Settlement or this Agreement.

3 **4.3.5 Timing Of Individual PAGA Payments.** The Settlement Administrator
4 shall issue the checks constituting the Individual PAGA Payments no later than 30 calendar days
5 after the funding of the Gross Settlement Amount.

6 **4.4. Non-Reversionary Settlement For Undeliverable Or Uncashed Checks.** This
7 Settlement shall be a non-reversionary Settlement. It is possible that after all payments described
8 herein are made, some residue may remain as the result of either (1) one or more members of the
9 Settlement Group failing to cash checks mailed to them, or (2) circumstances that cannot be
10 anticipated. Any settlement checks distributing Individual PAGA Payments returned to the
11 Settlement Administrator as undeliverable shall be sent within 10 calendar days via First Class
12 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
13 Settlement Administrator shall attempt to determine the correct address using a search based on
14 the National Change of Address Database maintained by the United States Postal Service to
15 update and correct any known or identifiable address changes, and it shall then perform a single
16 re-mailing via First Class U.S. Mail within 10 calendar days. The amount of any Individual
17 PAGA Payments that remain undeliverable or uncashed 180 calendar days after the postmarked
18 date of the initial mailing of these payments will be deposited by the Settlement Administrator
19 into an account for the California State Controller's Office for unclaimed property in the name of
20 the Aggrieved Employee, or paid to any other third-party fund or organization ordered by the
21 Court. No part of the Net Settlement Amount shall be returned to LPL.

22 **4.5. Tax Payment Considerations.** Neither Plaintiff's Counsel nor Defense Counsel
23 intend anything contained in this Settlement or Agreement to constitute advice regarding taxes or
24 taxability, nor shall anything in this Settlement or Agreement be relied upon as such within the
25 meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or
26 otherwise. To the extent that this Agreement is interpreted to contain or constitute advice
27 regarding any U.S. or federal tax issue, such advice is not intended or written to be used, and
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cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. LPL is not responsible for any employee tax obligations regarding the allocation of the settlement payments.

5. RELEASED CLAIMS

5.1. **Released Claims By Aggrieved Employees.** As a material condition of the Settlement, and in exchange for the settlement funds provided herein, upon the Effective Date, Plaintiff—on behalf of himself, every member of the Settlement Group (including each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians), and the LWDA—will fully release LPL and each of the Released Parties during the PAGA Period of any claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys’ fees, costs, obligations, or liability of any and every kind under the California Private Attorneys General Act of 2004, including, but not limited to, any claims that were alleged or could have been alleged based on the facts asserted in the Lawsuit. This release by Plaintiff, the LWDA, and the Aggrieved Employees includes, but is not limited to, claims based on alleged violations of California Labor Code §§ 201-203, 204, 210, 218, 218.6, 221-224, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 248.2, 248.5, 432, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2699.3, 2699.5, 2800, 2802, 2804, the applicable California Industrial Welfare Commission Wage Order 4-2001, and Cal. Bus. & Prof. Code § 17200 et seq., which may have arisen during the Covered Period (collectively, the “Released Claims”).

5.2. This release does not include any claims, that as a matter of law, may not be released.

5.3. The consideration provided to the Settlement Group in this Agreement shall be the sole relief, legal or equitable, provided for the Released Claims.

5.4. **General Release By Plaintiff.** As a material inducement for LPL to enter into this Agreement, and in exchange for the Individual Settlement Sum provided herein, Plaintiff knowingly and voluntarily agrees to a general release of all known and unknown claims, charges,

1 complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies,
2 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses of
3 any kind he may have against LPL and the Released Parties, including, but not limited to, claims
4 brought under California law, PAGA, the California Labor Code, California Industrial Welfare
5 Commission Wage Order 4-2001, the Fair Employment and Housing Act, California and
6 Business Professions Code §§ 17000 *et. seq.*, and/or federal law.

7 This general release includes, but is not limited to, claims for attorneys' fees and
8 costs; failure to pay wages for all time worked at minimum wage (Labor Code §§ 1194, 1197);
9 failure to pay wages for all time worked at the appropriate overtime rate of pay (Labor Code §§
10 510, 1194); failure to pay wages for all time worked at the appropriate double time rate of pay;
11 failure to include all remuneration when calculating the regular rate of pay for overtime wages
12 (Labor Code §§ 510, 1194); failure to include all remuneration when calculating the regular rate
13 of pay for double time wages; failure to provide meal periods (Labor Code §§ 512, 226.7);
14 failure to authorize or permit rest periods (Labor Code § 226.7); failure to provide premium
15 wages for meal or rest period violations at the regular rate of pay (Labor Code § 226.7); failure
16 to adequately indemnify for employment-related losses or expenditures (Labor Code § 2802);
17 failure to provide complete and accurate wage statements (Labor Code § 226); failure to timely
18 pay all wages due at the time of separation of employment (Labor Code §§ 201-203); failure to
19 timely pay wages; failure to maintain required records; unfair business practices (California
20 Business & Professions Code § 17200); any claims arising from a violation of a California Wage
21 Order; and any other claims relating to Plaintiff's relationship with LPL or the Released Parties,
22 including, but not limited to, claims for discrimination, harassment, wrongful termination,
23 constructive termination, violation of public policy, breach of any express or implied contract,
24 breach of any implied covenant, fraud, intentional or negligent misrepresentation, emotional
25 distress, defamation, libel, and slander.

26 This release also includes a release of any claims under any federal, state, or local
27 laws or regulations, including, but not limited to: (1) Title VII of the Civil Rights Act of 1964,
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42 U.S.C. §§ 2000(e), *et seq.* and the Civil Rights Act of 1991, 2 U.S.C. §§ 601, *et seq.* (race, color, religion, sex, and national origin discrimination); (2) Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (race discrimination); (3) the Equal Pay Act of 1963, 29 U.S.C. § 206 (equal pay); (4) the California Fair Employment and Housing Act, California Government Code §§ 12900, *et seq.* (claims of retaliation or discrimination based on race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), gender identity, gender expression, age, sexual orientation, and military and veteran status); (5) the California Labor Code §§ 200, *et seq.* (salary, commission, compensation, overtime pay, benefits and other matters); (6) the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (wage and hour matters, including overtime pay); (7) the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), 42 U.S.C. § 1395(c) (insurance matters); (8) Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.* (disability discrimination); (9) the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* (employee benefits); (10) Title I or Title III of the Americans with Disabilities Act (disability discrimination); (11) any applicable California Industrial Welfare Commission Order; (12) any provision of the California Labor Code (wage-hour matters); (13) the Economic Dislocation and Worker Adjustment Assistance Act, 41 U.S.C. §§ 701, *et seq.* or the Worker Adjustment and Retraining Notification Act (“WARN” Act), 29 U.S.C. §§ 2101-09 and California Labor Code §§ 1400, *et seq.* (job elimination or business closing or relocation issues); (14) the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* (leaves of absence); (15) the Moore-Brown-Roberti Family Rights Act, California Government Code §§ 12945.1, *et seq.* (leaves of absence); (16) the California Constitution, Article I, § 1 (privacy issues); (17) the California Constitution Article I, § 8 (discrimination issues); (18) the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786, *et seq.* (issues regarding gathering information from third parties); (19) the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (issues involving gathering information from third parties); (20) California Civil Code

§ 1798.81.5 (use of personal information); (21) California Business & Professions Code §§ 17200, *et seq.* (unfair business practices); (22) the Occupational Safety and Health Act of 1970, 29 U.S.C. § 553 *et seq.* and related California statutes and regulations (workplace health and safety issues); and (23) Genetic Information Nondiscrimination Act of 2008 (genetic information discrimination).

Plaintiff acknowledges and agrees that, as a material condition of this Agreement and in exchange for \$10,000.00, this general release also includes a release of all known and unknown claims arising from Plaintiff's employment or separation of employment with LPL. Plaintiff's general release includes a waiver of rights under California Civil Code § 1542, or other similar statutes, that he may have against LPL and the Released Parties.

California Civil Code § 1542 states as follows:

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

Notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release and discharge of LPL and the Released Parties, Plaintiff expressly acknowledges that this Agreement is intended to include and does include in its effect, without limitation, all claims that he does not know or suspect to exist in his favor, and that this Agreement contemplates the extinguishment of any such claim or claims.

The general release does not include a release of any claim that cannot be waived under applicable law, including, but not limited to, workers' compensation claims.

5.5. Plaintiff agrees that the payments and other consideration provided in this Agreement are not related to sexual harassment or sexual abuse. Plaintiff further agrees that the releases provided in this Agreement do not release claims of sexual harassment or sexual abuse.

5.6. **Injunction From Pursuing Released Claims.** As part of the approval of the Settlement, Plaintiff and Aggrieved Employees shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in any court—whether

1 federal or state—or with the DLSE, the LWDA, or any other entity or agency regarding the
2 Released Claims.

3 This Settlement is materially conditioned upon the release by Plaintiff and the
4 Aggrieved Employees as described herein, and upon covenants by Plaintiff and the Aggrieved
5 Employees that they will not participate in any actions, lawsuits, proceedings, complaints, or
6 charges brought individually by the DLSE, LWDA, or by any other agency, persons, or entity in
7 any court or before any administrative body related to the Released Claims, nor will Plaintiff and
8 the Aggrieved Employees contest or interfere with efforts by LPL to oppose any attempt to bring
9 such released claims against LPL.

10 As a material condition of this Settlement and in exchange for \$10,000.00 and his
11 executed general release, Plaintiff shall not re-file his individual claims or any class action
12 claims that were or could have been asserted based on the facts alleged in the Lawsuit. Further,
13 Plaintiff promises never to file a lawsuit, administrative complaint, or charge of any kind with
14 any court, governmental or administrative agency, or arbitrator against LPL or the Released
15 Parties asserting any claims that are released in this Agreement, not including claims arising out
16 of facts that occur after signing this Agreement.

17 **5.7. Plaintiff Has No Other Lawsuits Against LPL.** Plaintiff acknowledges that as
18 of the date of signing this Agreement, the only pending charge, claim, or lawsuit that he has
19 against LPL or the Released Parties is the instant Lawsuit. Plaintiff has already dismissed any
20 and all individual claims contained in the Lawsuit on behalf of himself, without prejudice.
21 Plaintiff has also already dismissed the class action claims contained in the Lawsuit, without
22 prejudice. Plaintiff represents and warrants that he will not re-file the individual claims
23 contained in the Lawsuit or the class action claims contained in the Lawsuit.

24 **6. SETTLEMENT APPROVAL PROCEDURE**

25 **6.1. Approval Hearing.** The Parties shall submit to the Court a joint motion for
26 approval of the PAGA settlement. This motion shall seek an order to approve the Settlement
27 according to the terms in this Agreement. This motion shall include the bases for the Gross
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1 Settlement Amount and why the amount is reasonable in light of the facts and controlling
2 authorities pertaining to the claims alleged in the Action. The motion shall also be accompanied
3 by signed declarations by Plaintiff's Counsel and Defense Counsel, discussing the risks of
4 continued litigation and the decision that the best interests of all Parties are served by the terms
5 of this Agreement. The motion shall request the entry of an Approval Order and Judgment,
6 which shall include findings and orders (a) approving the Settlement and the Agreement; (b)
7 adjudging the terms to be fair, reasonable, and adequate; (c) reciting the Released Claims in full;
8 (d) directing that the Settlement terms and provisions be carried out; and (e) retaining jurisdiction
9 to oversee administration and enforcement of the terms of this Agreement and the Court's orders.

10 LPL shall prepare the first draft of the joint motion for approval of the PAGA
11 settlement, and shall incorporate reasonable comments and revisions from Plaintiff's Counsel.
12 The Parties will have the Motion fully finalized and fully executed no later than 60 days after the
13 execution of this Agreement. Given that the Parties will be filing a joint motion, there will be no
14 opposition or reply papers. The Parties agree that the Motion may be heard on the Court's first
15 available hearing date, following the execution of the Motion.

16 **6.2. Effect Of Failure To Obtain Approval.** If this Settlement Agreement or a
17 substantially similar settlement mutually agreed to by the Parties is not approved, the Action
18 shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
19 reconsideration of the ruling or Court approval of a renegotiated settlement. This means that if
20 the Court does not approve this Settlement or a substantially similar settlement mutually agreed
21 to by the Parties, then LPL, in its sole discretion, may void the individual settlement reached
22 with Plaintiff. LPL retains the right to contest whether any aspect of the Action should be
23 maintained as a representative action and to contest the merits of the claims being asserted in the
24 Action.

25 **6.3. Motion For Attorneys' Fees And Costs.** Concurrently with the joint motion for
26 approval of the PAGA settlement, Plaintiff's Counsel shall file a motion for Court approval of
27 Attorneys' Fees in an amount up to 33.33% of the Gross Settlement Amount (or \$116,666.67)
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1 and Costs. Both the Attorneys' Fees and Costs shall be supported by adequate documentation by
2 Plaintiff's Counsel or as required by the Court. LPL will not oppose the motion, provided it is
3 consistent with this paragraph. LPL will not be required to support such a motion.

4 **6.4. Entry Of Judgment.** At the approval hearing, the Parties shall request that the
5 Court issue Judgment in accordance with this Agreement and without further fees or costs to any
6 Party except as expressly set forth in this Agreement.

7 **6.5. Effect Of Failure To Obtain Judgment.** In the event the Court fails to enter
8 final judgment in accordance with this Agreement, or such final judgment is vacated or reversed,
9 the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree
10 to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated
11 settlement. LPL retains the right to contest whether any aspect of the Action should be
12 maintained as a representative action and to contest the merits of the claims being asserted in the
13 Action.

14 **6.6. Waiver Of Appeal Rights.** By accepting this Settlement, and upon approval of
15 the Settlement being granted, Plaintiff and Plaintiff's Counsel hereby waive any and all rights
16 they may have to appeal any judgment, ruling, or order made by the Court, including, without
17 limitation, any order granting approval of this Settlement and any order dismissing the Action
18 with prejudice. This includes all rights to any post-judgment proceeding and appellate
19 proceeding, so the Judgment will become nonappealable at the time it is entered. The waiver of
20 appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or
21 post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation
22 of the Settlement (including making payments under the Settlement) will be suspended until such
23 time as the appeal is finally resolved and the Judgment becomes final.

24 **7. MISCELLANEOUS**

25 **7.1. No Representation By Plaintiff's Counsel Of Other Aggrieved Employees**
26 **Outside Of The Lawsuit.** Plaintiff's Counsel represent that their firm does not currently
27 represent any other Aggrieved Employees or any other individual seeking claims against LPL for
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1 violations of the California Labor Code or federal wage statutes. Plaintiff's Counsel further
2 represent that their firm will not use any contact information obtained in connection with this
3 Lawsuit to solicit or otherwise communicate with the individuals whose information was
4 obtained. Nothing in this paragraph is a bar or limitation on the ability of Plaintiff's Counsel to
5 represent an Aggrieved Employee on any claim in the future that is not covered by this
6 Agreement.

7 **7.2. Stay Of Proceedings.** The Parties agree that upon the signing of this Agreement,
8 the continuing litigation of this Action shall remain stayed and the time to bring this Lawsuit to
9 trial shall be extended pending the outcome of the settlement process.

10 The Parties recognize that the Court has already stayed the entire Lawsuit, in an
11 order entered on August 26, 2022. The Parties believe that a motion for approval of this
12 Settlement is still allowable, notwithstanding the stay. However, the Parties agree that if the
13 Court postpones the hearing on a motion to approve the Settlement until after the stay is lifted, or
14 if the Court delays the hearing on the motion to approve the Settlement during the stay, the
15 number of pay periods and the Gross Settlement Amount shall not increase. In other words, if
16 there is a Court-imposed delay for a hearing on the motion to approve the Settlement, LPL shall
17 not be obligated to increase the Gross Settlement Amount—including if there are additional
18 Aggrieved Employees added to the Lawsuit during the delay—given that the delay is outside of
19 LPL's control. The Parties will cooperate in seeking to lift the stay, including by entering into a
20 stipulation to lift the stay, for purposes of seeking approval of the Settlement.

21 **7.3. Parties' Authority.** The signatories hereto represent that they are fully
22 authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms
23 stated herein. It is agreed that Aggrieved Employees are so numerous that it is impossible or
24 impractical to have each Aggrieved Employee execute this Agreement. It is agreed that this
25 Agreement may be executed on behalf of Aggrieved Employees by Plaintiff and Plaintiff's
26 Counsel.

1 **7.4. Increase In Pay Periods.** The terms of the Settlement, including the Gross
2 Settlement Amount, shall remain unchanged if the number of Aggrieved Employees and/or pay
3 periods changes before the Effective Date, provided that the number of pay periods does not
4 exceed 73,000. If the number of pay periods exceeds 73,000, then the Released Claims shall run
5 through the date the pay periods hit 73,000 and the Gross Settlement Amount and all other terms
6 shall remain unchanged.

7 **7.5. Arm's Length Transaction, And A Full-Day Mediation.** The Parties have
8 arrived at this Agreement as a result of arm's length negotiations and a full-day mediation where
9 both Parties were represented by counsel.

10 **7.6. Counterparts.** This Agreement may be executed in counterparts, and when each
11 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
12 original, and when taken together with other signed counterparts, shall constitute one signed
13 Agreement, which shall be binding upon and effective as to all Parties.

14 **7.7. Electronic Or Scanned Signatures.** Any Party may sign and deliver this
15 Agreement by signing on the designated signature block and transmitting that signature page via
16 an attachment to an e-mail to counsel for the other Parties. Any signature made and transmitted
17 as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an
18 original signature for purposes of this Agreement and shall be binding upon the Party who
19 transmits the signature page.

20 **7.8. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of
21 the respective Parties hereto, or their respective legal successors, heirs, administrators, executors,
22 assigns, and each of them.

23 **7.9. Waivers And Modifications To Be In Writing.** No waiver, modification, or
24 amendment of the terms of this Agreement, whether purportedly made before or after the Court's
25 approval of this Agreement, shall be valid or binding, unless in writing, signed by or on behalf of
26 all Parties by Plaintiff's Counsel and Defense Counsel, and then only to the extent set forth in
27 such written waiver, modification, or amendment, subject to any required Court approval. Any
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1 failure by any Party to insist upon the strict performance by the other Parties of any of the
2 provisions of this Agreement shall not be deemed a waiver of future performance of the same
3 provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding
4 such failure, shall have the right thereafter to insist upon the specific performance of any and all
5 of the provisions of this Agreement. The time periods and dates provided in this Agreement with
6 respect to giving of notices and hearings are subject to Court approval and modification by the
7 Court or by written stipulation of Plaintiff's Counsel and Defense Counsel.

8 **7.10. Construction.** The determination of the terms and conditions of this Agreement
9 has been by mutual agreement of the Parties. Each party participated in the drafting of this
10 Agreement with assistance of legal counsel, and the terms and conditions of this Agreement are
11 not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

12 **7.11. Exhibits Incorporated By Reference.** The terms of this Agreement include the
13 terms set forth in any attached exhibit, which are incorporated by this reference as though fully
14 set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

15 **7.12. Captions.** The captions or headings of the sections and paragraphs of this
16 Agreement have been inserted for convenience of reference only and shall have no effect upon
17 the construction or interpretation of any part of this Agreement.

18 **7.13. Invalidity Of Any Provision.** Before declaring any provision of this Agreement
19 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
20 consistent with applicable precedents so as to render all provisions of this Agreement valid and
21 enforceable.

22 **7.14. Further Acts And Cooperation Among The Parties.** The Parties shall
23 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of
24 this Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to
25 perform such further acts and to execute and to deliver such other documents as are reasonably
26 necessary to carry out the provisions of this Agreement.

1 **7.15. No Prior Assignments Or Undisclosed Liens.** Plaintiff and Plaintiff's Counsel
2 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed
3 of, or purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the
4 Attorneys' Fees and Costs to be paid pursuant to this Agreement. Plaintiff and Plaintiff's
5 Counsel further represent and warrant that there are not any liens or claims against any of the
6 amounts to be paid by LPL pursuant to this Agreement. Plaintiff and Plaintiff's Counsel agree to
7 defend, to indemnify, and to hold LPL harmless from any liability, losses, claims, damages,
8 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
9 representations or from any lien or assignment.

10 **7.16. Confidential Documents And Information.** Plaintiff's Counsel agree that they
11 will destroy all confidential documents and information provided to them by LPL within 60
12 calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel
13 further agrees that none of the documents and information provided to them by LPL shall be
14 used for any purpose other than as permitted by the mediation privilege.

15 **7.17. Publicity.** Plaintiff and Plaintiff's counsel shall not publicize the Settlement on
16 their websites, in advertising/marketing materials, or on social media, or any other form of
17 publicly-accessible communication, other than filing documents with the Court.

18 Consistent with California law, nothing in any part of this Agreement limits
19 Plaintiff's rights to make a truthful disclosure of factual information related to any claim(s) he
20 has or may have alleging discrimination or harassment, failure to prevent discrimination or
21 harassment, or retaliation for reporting discrimination or harassment. Further, nothing in this
22 Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in
23 the workplace, such as harassment or discrimination or any other conduct that Plaintiff has
24 reason to believe is unlawful. Plaintiff may consult an attorney regarding this Agreement.

25 **7.18. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
26 implementation of this Agreement as well as any and all matters arising out of, or related to, the
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1 implementation of this Agreement and Settlement. The Court shall not have jurisdiction to
2 modify the terms of the Agreement without the consent of all of the Parties.

3 **7.19. Disputes And Arbitration.** If the Parties have a dispute with regard to the
4 language of this Agreement, they agree to first attempt to resolve the dispute informally through
5 good faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such
6 dispute. The Parties will split the costs of the mediator, and all Parties will bear their own fees
7 and costs.

8 Any dispute regarding the enforcement, interpretation, or any aspect of this
9 Agreement, or any act which would violate any provision in this Agreement (hereafter referred
10 to as “Arbitrable Dispute”), and which dispute could not be solved through mediation, shall be
11 resolved by an experienced arbitrator licensed to practice law in California and selected in
12 accordance with the rules of the Judicial Arbitration and Mediation Service (“JAMS”), as the
13 exclusive remedy for such dispute under the JAMS employment rules. The arbitrator shall be
14 selected from the JAMS employment panel for San Diego County, Orange County, or Los
15 Angeles County. The arbitration shall be conducted in California. Judgment on any award
16 rendered by such arbitrator may be entered in any court having proper jurisdiction. The
17 prevailing party in the arbitration is to be awarded attorneys’ fees and costs.

18 **7.20. Governing Law.** This Settlement and Agreement was made and entered into in
19 the State of California. All terms of this Agreement shall be governed by and interpreted
20 according to the procedural and substantive laws of the State of California, even if a choice of
21 law analysis under state or federal law would dictate that another forum’s law be applied.

22 **7.21. Severability.** If any non-material provision, term, section, or paragraph of this
23 Agreement is found to be invalid, illegal, or unenforceable, all remaining provisions, terms,
24 sections, or paragraphs shall continue in full force and effect and remain binding on the Parties.
25 If any provision, term, section, or paragraph of this Agreement is deemed unenforceable, such
26 provision, term, section, or paragraph shall be modified so that the unenforceable provision,
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term, section, or paragraph is enforceable to the greatest extent possible while maintaining the objective intent of the Agreement.

7.22. **Voluntary Agreement.** The Parties expressly declare and represent that they have read the foregoing Agreement and have consulted with competent counsel regarding the meaning of its provisions, terms, and conditions. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement, and that they approve and accept its terms and conditions, and that this Agreement is executed freely and voluntarily.

7.23. **Entire Agreement.** This Agreement, which includes the Definitions, Recitals, and all exhibits attached hereto, constitutes the entire agreement among the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. This Agreement shall also supersede the MOU executed by the Parties. No statement, representation, or warranty, except as expressly set forth herein, may be part of this fully-integrated contract.

SO AGREED AND STIPULATED:

Dated: 12/28/2022

MOON & YANG, APC

By:

Kane Moon
Allen Feghali
Edwin Kamarzarian

Attorneys for Plaintiff
DAVID GRIFFIN

Agreed to by Plaintiff:

DAVID GRIFFIN

Dated: 12/28/2022

Signature:

DocuSigned by:

TCBADA1B69D8412...

Print Name: David Griffin

1 Dated: Dec. 28, 2022

SEYFARTH SHAW LLP



By: _____
Jon D. Meer
Paul J. Leaf

Attorneys for Defendant
LPL FINANCIAL LLC

7 Agreed to by Defendant:

LPL FINANCIAL LLC

8
9 Dated: 12/29/2022

Signature: Greg Woods

10 Print Name: Greg woods

11 Title: Executive Vice President