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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JAMES PACKES, in a Representative
capacity only, and on behalf of other members
of the general public similarly situated,

Plaintiff,

vs.

SCHOOL OF ROCK, LLC, a Delaware
Limited Liability Company; and DOES 1-10,
inclusive,

Defendants.

Case No. 30-2021-01217507-CU-OE-CXC

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

[Assigned for all purposes to: Hon. Randall J.
Sherman, Dept. CX-105]

Action Filed: August 18, 2021
Trial Date: None Set
Trial Date: None Set

**JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT
AND RELEASE**

This Joint Stipulation of Class and PAGA Action Settlement and Release (“Agreement” or
“Settlement Agreement”) is made and entered into by and between JAMES PACKES, (“Plaintiff”
or “Class Representative”), as an individual and on behalf of all others similarly situated, and
SCHOOL OF ROCK, LLC., (“Defendant”) (collectively, the “Parties”). In consideration of the
promises and mutual covenants and agreements herein contained, the Parties hereby covenant and

1 agree as follows:

2 **RECITALS**

3 1. On August 18, 2021, Plaintiff initiated this putative class action by filing a
4 Complaint in the California Superior Court for the County of Orange, Case No. 30-2021-
5 01217507-CU-OE-CXC (the "Action"). The action is currently proceeding on Plaintiff's First
6 Amended Complaint, which asserts a claim under the California Labor Code's Private Attorneys
7 General Act of 2004 ("PAGA"), Lab. Code, § 2698, *et seq.* (the "Operative Complaint"), based
8 on allegations that Defendant violated certain requirements of California wage and hour law,
9 including but not limited to: (1) failure to pay minimum wages; (2) failure to pay off-the-clock
10 wages; (3) failure to pay proper overtime compensation; (4) failure to provide meal breaks; (5)
11 failure to provide rest breaks; (6) failure to reimburse employees for necessary business expenses;
12 (7) failure to provide accurate itemized wage statements; and (8) failure to pay all wages to upon
13 termination.

14 2. Defendant denies all material allegations set forth in the Operative Complaint and
15 this Action and has asserted numerous affirmative defenses.

16 3. The Parties have investigated the facts and analyzed the relevant legal issues with
17 regard to the claims and defenses in the Action. Plaintiff's Counsel's investigation included,
18 *inter alia*, the exchange of information pursuant to informal discovery methods, including:
19 comprehensive review of timekeeping and payroll records of a sampling of approximately 20%
20 of the putative class; the number of pay periods and work weeks included in the class; and a
21 review of Defendant's corporate wage and hour policies and practices. Based on their
22 investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the
23 Action has no merit.

24 4. On March 3, 2022, the Parties participated in mediation before Michael Young,
25 Esq. (the "Mediator"), a respected mediator for California wage and hour class actions. The
26 settlement discussions were conducted at arm's-length, and the settlement is the result of an
27 informed and detailed analysis of Defendant's potential liability of total exposure in relation to
28 the costs and risks associated with continued litigation. Based on the documents produced, as

5. In the interest of avoiding further litigation, the Parties agree to fully and finally and forever settle and dispose of all actual or potential claims by the putative Class Members. This Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf of all others similarly situated, and Defendant, and is subject to the terms and conditions hereof, and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

6. The Settlement Class includes all current and former hourly non-exempt persons employed by Defendant, School of Rock, LLC, and SOR Schools VI, LLC in the State of California between April 1, 2018 through the date of preliminary approval of the settlement. Defendant represents the number of putative Class Members to be approximately 145 as of the date such information was provided to Plaintiff's Counsel.

7. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

8. “Action” means *James Packes v. School of Rock, LLC*, filed on August 18, 2021, in Orange County Superior Court, Case No. 30-2021-01217507-CU-OE-CXC.

9. “Attorneys’ Fees and Costs” means such award of attorneys’ fees as may be approved by the Court for Class Counsel’s litigation and resolution of this Action, and all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs

1 associated with documenting the Settlement, securing the Court's approval of the Settlement,
2 administering the Settlement, obtaining entry of a Judgment terminating this Action, and
3 expenses for any experts.

4 10. "Class Counsel" means Sullivan & Yaeckel Law Group, APC, which will seek to
5 be appointed counsel for the Settlement Class.

6 11. "Class List" means a complete list of all putative Class Members that Defendant
7 will diligently and in good faith compile from its records and provide to the Settlement
8 Administrator within twenty (20) calendar days after the Court's Preliminary Approval of this
9 Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet
10 and will include each putative Class Member's full name; last known address; Social Security
11 Number; and dates of employment.

12 12. "Class Member(s)" or "Settlement Class" means all current and former hourly
13 non-exempt persons employed by Defendant School of Rock, LLC and SOR Schools VI, LLC,
14 in the State of California between April 1, 2018 through the date of preliminary approval of the
15 settlement.

16 13. "Class Period" means the period from April 1, 2018 through the date of
17 preliminary approval of the settlement.

18 14. "Class Representative" means Plaintiff JAMES PACKES ("Packes"), who will
19 seek to be appointed as the representative for the Settlement Class.

20 15. "Plaintiff" means JAMES PACKES, who may also be referred to herein as the
21 Class Representative.

22 16. "Class Representative Enhancement Payment" means the amount to be paid to
23 Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of the putative
24 Class Members and negotiating the Settlement, at no additional cost to Defendant and subject to
25 Court approval.

26 17. "Defendant" means School of Rock, LLC and SOR Schools VI, LLC.

27 18. "Effective Date" means when all of the following events have occurred: (1)The
28 Stipulation for Settlement has been executed by all Parties, Class Counsel, and Defendant's

Counsel; (2) The Court has given preliminary approval to the Settlement; (3) The Court has held a Final Settlement Approval Hearing and has entered a Final Order and Judgment, approving the Settlement. It is the parties' intention that the Settlement shall be final for purposes of the Effective date at the time of Final Approval, if no objections to the settlement are filed. Only in the event that written objections are filed prior to the Final Settlement Approval Hearing which are not later withdrawn prior to final approval, the Effective Date shall be later of: (a) the date of final affirmance on an appeal of the Judgment; the expiration of the time for a petition to review the Judgment; and, if review is granted, the date of final affirmance of the Judgment following review; or (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment. either (a) the date sixty (60) calendar days after the entry of Final Judgment and Order Approving Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and Order Approving Settlement, the date sixty (60) calendar days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

19. "Individual Settlement Payment" means each Participating Class Member's share of the Net Settlement Amount, to be distributed to the Participating Class Members.

20. "Maximum Settlement Amount" means the maximum settlement amount of Two Hundred and Forty Thousand Dollars (\$240,000.00) to be paid by Defendant in full satisfaction of all claims arising from the Action, which includes all attorneys' fees, costs, the enhancement award, payments pursuant to PAGA, and claims administration expenses. In no event will Defendant be liable for more than the Maximum Settlement Amount, unless the escalator clause, described in Paragraph 45, is triggered. No portion of the Maximum Settlement Amount shall revert to Defendant. Defendant's share of any employer payroll taxes to be paid in connection with the settlement (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge – collectively "Employer Taxes") shall be paid in addition to the Maximum Settlement Amount.

1 The Settlement Administrator will then be responsible for making appropriate deductions,
2 reporting obligations, and issuing the individual settlement awards.

3 21. "LWDA Payment" means the amount that the Parties have agreed to pay to the
4 California Labor and Workforce Development Agency ("LWDA") for resolution of the claims
5 for civil penalties alleged pursuant to PAGA, and which are included in the Released Claims.

6 22. "Net Settlement Amount" means the portion of the Maximum Settlement Amount
7 remaining after deduction of all attorneys' fees, costs, enhancement award, the amount
8 attributable to payments pursuant to PAGA, and claims administration expenses. The Net
9 Settlement Amount will be distributed to Participating Class Members.

10 23. "Notice of Objection" means a Participating Class Member's valid and timely
11 written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
12 include: (a) the case name and number; (b) the objector's full name, signature, address,
13 telephone number and the last four digits of the objector's Social Security number; (c) a written
14 statement of all grounds for the objection accompanied by any legal support for such objection;
15 (d) copies of any papers, briefs, or other documents upon which the objection is based; (e) the
16 identity of the objector's counsel, if the objector is represented by counsel; and (f) whether the
17 objector wishes to be heard at the Final Approval Hearing.

18 24. "Notice Packet" means the Notice of Class Action Settlement and Mailing
19 Envelope.

20 25. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
21 Plaintiff or Defendant.

22 26. "Participating Class Members" means all Class Members who do not submit a
23 Request for Exclusion.

24 27. "Preliminary Approval" means the Court order granting preliminary approval of
25 the Settlement Agreement.

26 28. "Qualified Settlement Account" means a qualified settlement fund account
27 established by the Settlement Administrator into which Defendant will make a one-time deposit
28

1 of Two Hundred and Forty Thousand Dollars (\$240,000.00) for payment of all Court-approved
2 and claimed amounts from the Maximum Settlement Amount.

3 29. "Released Claims" include all claims, debts, liabilities, demands, obligations,
4 damages, and actions or causes of action of any kind, arising under state, federal or local law,
5 whether statutory, common law, or administrative law, at any time during the Class Period, that
6 were or could have been asserted based on the factual allegations in the Operative Complaint or
7 based on any facts discovered in the course of the Action, including (without limitation), claims
8 for failure to failure to pay minimum or overtime wages, failure to provide meal and rest periods
9 or to pay meal and rest period premiums, failure to indemnify necessary business expenses, failure
10 to pay all wages due to discharged or quitting employees, failure to reimburse necessary business
11 expenses, failure to provide accurate itemized wage statements; claims under California Labor
12 Code sections 201 to 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
13 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2802, and the Wage Orders promulgated
14 thereunder, California Business and Professions Code section 17200, et seq., and the federal Fair
15 Labor Standards Act ("FLSA," 29 U.S.C. § 201 et seq.); and claims for injunctive relief, punitive
16 damages, penalties of any nature (including PAGA civil penalties and statutory penalties), interest,
17 fees, and costs).

18 30. "Released Claims Period" means the period from April 1, 2018 through the date
19 where the Court preliminarily approves the settlement.

20 31. "Released Parties" means Defendant SCHOOL OF ROCK, LLC, and SOR
21 Schools VI, LLC, and their past, present, and future parents, subsidiaries, divisions, affiliates,
22 predecessors, successors, and assigns, and each of their past, present, and future shareholders,
23 owners, officers, directors, employees, agents, trustees, attorneys, representatives,
24 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, and any other
25 individual or entity which could be liable for any of the Released Claims.

26 32. "Request for Exclusion" means a timely letter submitted by a Class Member
27 indicating a request to be excluded from the settlement. The Request for Exclusion must:
28 (a) include the case name and number; (b) contain the full name, address, telephone number, and

1 the last four digits of the Social Security Number of the Class Member requesting exclusion;
2 (c) clearly state that the Class Member does not wish to be included in the settlement; (d) be
3 signed by the Class Member; (e) be returned by fax or mail to the Settlement Administrator at
4 the specified address and/or facsimile number; and (f) be postmarked or faxed on or before the
5 Response Deadline. The date of the fax or postmark on the return mailing envelope will be the
6 exclusive means to determine whether a Request for Exclusion has been timely submitted. A
7 Class Member who does not request exclusion from the settlement will be deemed a
8 Participating Class Member and will be bound by all terms of the settlement, if the settlement is
9 granted final approval by the Court.

10 33. "Response Deadline" means the deadline by which Class Members must
11 postmark to the Settlement Administrator a valid Request for Exclusion or Notice of Objection.
12 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
13 Notice Packet by the Settlement Administrator, unless the 60th falls on a Sunday or Federal
14 holiday, in which case the Response Deadline will be extended to the next day on which the
15 U.S. Postal Service is open. Under no circumstances, other than circumstances described in
16 Paragraph 57, will the Settlement Administrator have the authority to extend the deadline for
17 Class Members to submit a Request for Exclusion or Notice of Objection to the Settlement.

18 34. "Settlement Administrator" means CAC Services Group, LLC or any other third-
19 party class action settlement administrator agreed to by the Parties and approved by the Court
20 for purposes of administering this Settlement pursuant to the terms of this Agreement, the Class
21 Notice, the Preliminary Approval Order, and the Judgment, including, without limitation,
22 printing, distributing, and tracking documents for this Settlement, calculating estimated amounts
23 per Class Member, tax reporting, distributing the appropriate settlement amounts, and providing
24 necessary reports and declarations, and other duties and responsibilities set forth herein to process
25 this Settlement, and as requested by the Parties. The Settlement Administrator shall agree to
26 confidentiality terms as may be required by Defendant regarding personnel and payroll data
27 provided to the Settlement Administrator and shall work with Class Counsel and Counsel for
28 Defendant to implement and administer appropriate fraud-prevention policies. The Parties each

1 represent that they do not have any financial interest in the Settlement Administrator or
2 otherwise have a relationship with the Settlement Administrator that could create a conflict of
3 interest.

4 35. "Settlement Administration Costs" means the costs approved by the Court to be
5 paid to the Settlement Administrator for administering this Settlement. The Settlement
6 Administration Costs will be paid from the Maximum Settlement Amount, including, if necessary,
7 any such costs in excess of the amount represented by the Settlement Administrator as being the
8 maximum costs necessary to administer the settlement. The Settlement Administration Costs are
9 currently estimated to be \$2,464.00.

10 36. "Work Weeks" means the number of weeks worked by Class Members in
11 California during the Class Period, which shall be calculated by the Settlement Administrator
12 based on the start and end dates of each individual's employment during the Class Period as
13 maintained by Defendant. Class Members may dispute the number of Work Weeks they worked
14 during the Class Period by submitting a written Work Weeks dispute to the Settlement
15 Administrator, which should include the Class Member's (a) full name, signature, address,
16 telephone number, and the last four digits of the Class Member's Social Security number; (b) the
17 number of Work Weeks the Class Member contends is correct; and (c) any evidence supporting the
18 Class Member's contention.

19 37. "Work Week Value" means the value of each compensable Work Week, as
20 determined by the formula set forth herein.

21 **STIPULATION OF CLASS CERTIFICATION**

22 38. The Parties stipulate to the certification of this Settlement Class for settlement
23 purposes only. Amended Complaint: The Parties also stipulate that Plaintiff will file a first
24 amended complaint that: (a) adds SOR Schools VI, LLC as a named defendant; and that (b)
25 alleges PAGA and class action claims based on the same wage and hour theories contained in
26 Plaintiff's Complaint, against School of Rock, LLC and SOR Schools VI, LLC, and that the
27 class definition in the amended complaint will include all non-exempt hourly employees
28

1 employed by School of Rock, LLC and SOR Schools VI, LLC in the State of California from
2 April 1, 2018 through the date of preliminary approval of this settlement.

3 39. This Agreement is contingent upon preliminary and final approval by the Court,
4 and certification of the Settlement Class is only for purposes of Settlement. If, for any reason,
5 the Settlement does not become final, any certification of any Settlement Class will be vacated and
6 the Parties will be returned to their positions with respect to the Action as if the Agreement had
7 not been entered into. Should the Settlement not become final, for whatever reason, the fact that
8 the Parties were willing to stipulate provisionally to class certification as part of the Settlement
9 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a
10 class should be certified in a non-settlement context. Defendant expressly reserves the right to
11 oppose class certification and/or proactively move to deny certification should this Settlement be
12 reversed on appeal or otherwise not become final. Defendant does not consent to certification of
13 the Settlement Class or any class for any purpose other than to effectuate the Settlement of this
14 Action.

15 **TERMS OF AGREEMENT**

16 40. NOW, THEREFORE, in consideration of the mutual covenants, promises and
17 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

18 41. Funding of the Settlement Amount. Within five (5) business days after the
19 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the
20 amounts to be paid by Defendant pursuant to the terms of the Settlement. Within ten (10)
21 business days of the Effective Date, Defendant will make a one-time deposit of Two Hundred and
22 Forty Thousand Dollars (\$240,000.00), plus applicable payroll taxes, for payment of all Court-
23 approved and claimed amounts from the Maximum Settlement Amount into a Qualified
24 Settlement Account to be established by the Settlement Administrator. Within five (5) business
25 days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue
26 payments to (a) Participating Class Members; (b) the Labor and Workforce Development
27 Agency ("LWDA"); (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also
28 issue a payment to itself for Court-approved services performed in connection with the

1 settlement.

2 42. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any
3 application or motion by Class Counsel for Attorneys' Fees up to 33 and 1/3% of the Maximum
4 Settlement Amount, or Eighty Thousand Dollars (\$80,000) and reasonable Costs and expenses
5 not to exceed Ten Thousand Dollars (\$10,000.00), subject to Court approval. The Attorneys'
6 Fees and Costs Award shall represent payment for all claims for Class Counsel's attorneys' fees
7 and costs, past and future, incurred in the Action. The Attorneys' Fees and Costs Award shall be
8 paid from the Maximum Settlement Amount, and Defendant shall not otherwise be required to pay
9 for any portion of Plaintiff's or the Class Members' attorneys' fees, costs, or expenses. The
10 Attorneys' Fees and Costs Award shall be paid to Class Counsel following the Effective Date.
11 Any amounts of attorneys' fees and costs applied for but not awarded by the Court to Class
12 Counsel shall revert back into the Net Settlement Amount. An award by the Court of attorneys'
13 fees or costs that is less than the amounts applied for will not be grounds for Plaintiff or Class
14 Counsel to challenge or withdraw from the Settlement.

15 43. Class Representative Enhancement Payment. In exchange for a general release of
16 all claims, and in recognition of his effort and work in prosecuting the Action on behalf of Class
17 Members and negotiating the Settlement, Defendant agrees not to oppose or impede any
18 application or motion by Plaintiff for a Class Representative Enhancement Payment up to Five
19 Thousand Dollars (\$5,000), subject to Court approval. The Class Representative Enhancement
20 Payment will be in addition to Plaintiff's Individual Settlement Payment as a Participating Class
21 Member paid pursuant to the Settlement.

22 a. **Class Members' General Release.** The Settlement Class hereby fully
23 and finally releases and discharges the Released Parties from any and all
24 of the Released Claims that were or could be asserted in the lawsuit based
25 upon the facts alleged in the complaint (collectively with Released Claims,
26 "Plaintiff's Released Claims"), arising or accruing through the Released
27 Claims Period. The Settlement Class's Released Claims include, but are
28 not limited to, claims arising from or dependent on the California Labor

Code; the Wage Orders of the California Industrial Welfare Commission;
California Business and Professions Code § 17200 et seq

- b. The Settlement Administrator will issue an IRS Form 1099 for the Class Representative Enhancement Payment to the Plaintiff, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. The Plaintiff agrees to indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Payment. No benefit, including but not limited to 401K benefits, shall increase or accrue as a result of any payment as a result of this Settlement. Any portion of the Class Representative Enhancement Payment applied for but not awarded by the Court to Plaintiff shall be added to the Net Settlement Amount for the benefit of Participating Class Members. An award by the Court of a Class Representative Enhancement Payment that is less than the amount applied for will not be grounds for Plaintiff or Class Counsel to challenge or withdraw from the Settlement.

44. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Maximum Settlement Amount, which is currently estimated to be \$2,464.00. These costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing the Notice Packet, calculating and distributing the Maximum Settlement Amount and Attorneys' Fees and Costs, and providing necessary reports and declarations.

45. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties agree that the amount of Twenty Four Thousand Dollars (\$24,000.00) from the Maximum Settlement Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, 75%, *i.e.*, Eighteen Thousand Dollars

1 (\$18,000.00) of this sum will be paid to the LWDA and 25%, *i.e.*, Six Thousand Dollars
2 (\$6,000.00), will be distributed to Participating Class Members as part of the Net Settlement
3 Amount. For purposes of this Settlement Agreement only, and not as an admission of liability
4 otherwise, the Parties stipulate that all Participating Class Members are “aggrieved employees”
5 for purposes of distributing the \$6,000.00.

6 46. Net Settlement Amount. The Net Settlement Amount will be used to satisfy
7 Individual Settlement Payments to Participating Class Members from the Settlement Class in
8 accordance with the terms of this Agreement.

9 47. Escalator Clause. If it is later determined that the number of workweeks is more
10 than 10% greater than the 6,942 estimated by Defendant at the time of the Parties’ exchange of
11 information for purposes of mediation, then Defendant shall, in its sole discretion, have the option
12 to either: (1) de-escalate the Settlement so that the Class Period ends on the date that the
13 workweek count totals 6,942; or (2) permit the Class Period to be increased proportionally by the
14 workweeks worked in excess of 7636 multiplied by the workweek value.

15 48. Non-reversionary Settlement. No portion of the Maximum Settlement Amount
16 will revert to Defendant.

17 49. Individual Settlement Payment Calculations. Individual Settlement Payments
18 will be calculated and apportioned from the Net Settlement Amount based on the number of
19 Work Weeks a Participating Class Member worked during the Class Period. Specific
20 calculations of Individual Settlement Payments will be made as follows:

21 a. The Settlement Administrator will calculate the number of Work Weeks
22 worked by each Participating Class Member (“Individual Work Weeks”) during the Class
23 Period, the amount to be paid per Work Week, and the individual settlement awards to eligible
24 Participating Class Members.

25 b. Defendant’s employee data will be presumed to be correct, unless a
26 particular Class Member proves otherwise to the Settlement Administrator by credible evidence.
27 All Work Week disputes will be resolved and decided by the Settlement Administrator. If the
28

1 dispute cannot be settled by the parties and the Administrator, the Court will have the power to
2 render a decision on all Work Week disputes which will be final and non-appealable.

3 c. The individual settlement awards will be determined by dividing the Net
4 Settlement Amount by the total number of Work Weeks for all Participating Class Members,
5 resulting in the Work Week Value, and then multiplying the Work Week Value by the number
6 of Work Weeks worked by each Participating Class Member.

7 50. Settlement Awards Do Not Trigger Additional Benefits. Defendant shall fully
8 discharge its obligations to Plaintiff and the Participating Class Members through the remittance
9 of the Maximum Settlement Amount to the Settlement Administrator, regardless of whether the
10 checks representing individual settlement awards are actually received and/or negotiated by
11 Participating Class Members. Once Defendant has remitted the Maximum Settlement Amount
12 in accordance with this Settlement Agreement, it will be deemed to have satisfied all terms and
13 conditions under this Agreement, shall be entitled to all protections afforded to it under this
14 Settlement Agreement, and shall have no further obligations under the terms of the Agreement,
15 regardless of what occurs with respect to the further administration of the Settlement. It is
16 expressly understood and agreed that the receipt of such individual settlement awards will not
17 entitle any Participating Class Member to additional compensation or benefits under any
18 company bonus, contest or other compensation or benefit plan or agreement in place during the
19 period covered by the Settlement, nor will it entitle any Participating Class Member to any
20 increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It
21 is the intent of this Settlement that the individual settlement awards provided for in this
22 Settlement are the sole payments to be made by Defendant to the Participating Class Members,
23 and that the Participating Class Members are not entitled to any new or additional compensation
24 or benefits as a result of having received the individual settlement awards (notwithstanding any
25 contrary language or agreement in any benefit or compensation plan document that might have
26 been in effect during the period covered by this Settlement).

27 51. Settlement Administration Process. The Parties agree to cooperate in the
28 administration of the settlement and to make all reasonable efforts to control and minimize the

1 costs and expenses incurred in administration of the Settlement. Without prejudice to any other
2 remedies, the Settlement Administrator shall hold Defendant harmless from and against all
3 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses)
4 arising out of any failure to timely or properly compensate Participating Class Members as
5 provided for in this Agreement. No person shall have any claim against any of the Released
6 Parties, Counsel for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement
7 Administrator based on mailings, distributions, and payments made in accordance with or
8 pursuant to this Agreement.

9 52. Delivery of the Class List. Within ten (10) calendar days of Preliminary
10 Approval, Defendant will provide the Class List to the Settlement Administrator. The
11 information Defendant provides to the Settlement Administrator shall be used solely to
12 administer the terms of the Agreement as described herein, shall remain confidential, and shall
13 not be disclosed to anyone, except pursuant to the express written authorization of Defendant or
14 the individual in question, by order of the Court, or to the extent necessary to fulfill the
15 Settlement Administrator's reporting obligations hereunder.

16 53. Notice by First-Class U.S. Mail. Within ten (10) calendar days of receiving the
17 Class List, the Settlement Administrator will perform an NCOA check and shall mail a Notice
18 Packet in Spanish and English to all Class Members via regular First-Class U.S. Mail, using the
19 most current, known mailing addresses identified in the Class List. There will not be a claim
20 process requirement and, as such, Class Members will not receive nor will they be required to
21 submit a claim form to receive their individual settlements.

22 54. Confirmation of Contact Information in the Class List. Prior to mailing, the
23 Settlement Administrator will perform a search based on the National Change of Address
24 Database or any other similar services available, such as provided by Experian, for information
25 to update and correct for any known or identifiable address changes.

26 55. Time for Objections. The Class Members will then have forty-five (45) days in
27 which they must postmark and send written notice to the Settlement Administrator of their
28 decision to object in writing to the Settlement.

1 56. Notice Packets. All Class Members will be mailed a Notice Packet in English
2 and Spanish, which shall be translated into Spanish by the Settlement Administrator. Each
3 Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of
4 the Settlement's principal terms; (c) the Settlement Class definition; (d) the total number of
5 Work Weeks each respective Class Member worked for Defendant during the Class Period; (e)
6 each Class Member's estimated Individual Settlement Payment and the formula for calculating
7 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) information
8 regarding disputing Work Weeks, Requests for Exclusion, or Notice of Objections; (h) the
9 deadlines by which the Class Member must fax or postmark dispute of Work Weeks, Requests
10 for Exclusions, or Notice of Objections to the Settlement; (i) the claims to be released, as set
11 forth herein; and (j) the date for the Final Approval Hearing. For every Class Member where the
12 Notice Packet is returned after mailing with a forwarding address, the Settlement Administrator
13 shall re-mail the Notice Packet to the forwarding address. For every Class Members where the
14 Notice Packet is returned after mailing without a forwarding address, the Settlement
15 Administrator shall perform one "skip trace" search in a consumer information database
16 comparable to Accurant in an effort to locate a current address. It shall be presumed that each
17 Class Member whose Notice Packet is not returned to the Settlement Administrator as
18 undeliverable within the 45-day notice period has actually received the Notice Packet. The
19 Response Deadline for any Settlement Class Member who is re-mailed a Notice Packet shall be
20 extended fifteen (15) calendar days from the date of the re-mailing or the original forty-five (45)
21 calendar day deadline, whichever is later. If the Response Deadline for any Class Member is later
22 than the original 45-day notice period, the Settlement Administrator shall include a letter with the
23 Notice Packet advising the Class Member of the adjustment to the Response Deadline.

24 57. Disputed Information on Notice Packets. Class Members will have an
25 opportunity to dispute the information provided in their Notice Packets. To the extent Class
26 Members dispute the number of Work Weeks to which they have been credited or the amount of
27 their Individual Settlement Payment, Class Members may produce evidence to the Settlement
28 Administrator showing that such information is inaccurate. Absent evidence rebutting

1 Defendant's records, Defendant's records will be presumed determinative. However, if a Class
2 Member produces evidence to the contrary, the Parties will evaluate the evidence submitted by
3 the Class Member and the Settlement Administrator will make the final decision as to the
4 number of eligible Work Weeks that should be applied and/or the Individual Settlement
5 Payment to which the Class Member may be entitled. Class Members shall have until the
6 Response Deadline to provide evidence to the Settlement Administrator demonstrating that the
7 number of Work Weeks to which they have been credited is incorrect.

8 58. Settlement Checks. The expiration date on the settlement checks will be one
9 hundred and eighty (180) calendar days from the date the settlement checks are issued. If a
10 Participating Class Member or PAGA Member does not cash his or her check within 180 days, the
11 check will be cancelled. Pursuant to California Code of Civil Procedure Section 384, all funds
12 associated with such cancelled checks will be transmitted to Legal Aid for Work. The Parties
13 each represent that they do not have any significant affiliation or involvement with the proposed
14 cy pres recipient. The Settlement Administrator may, as necessary, undertake amended and/or
15 supplemental tax filings and reporting, required under applicable local, state, and federal tax laws,
16 that are necessitated due to the cancellation of any Individual Settlement Payment checks. To the
17 extent that the Settlement Administrator is able to obtain or receive the return or refund of the
18 amounts that were transmitted to taxing authorities for the employer's and employees' share of
19 taxes, contributions, and/or withholding associated with cancelled Individual Settlement
20 Payments, all such amounts shall also be transmitted to Legal Aid for Work. Settlement Class
21 Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound
22 by this Settlement Agreement.

23 59. Request for Exclusion Procedures. Any Class Member wishing to be excluded
24 from the Settlement Agreement must sign and postmark or fax a written Request for Exclusion
25 to the Settlement Administrator within the Response Deadline. The date of fax or the postmark
26 on the return mailing envelope will be the exclusive means to determine whether a Request for
27 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
28 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the

1 Requests for Exclusion that were timely submitted. Any Class Member who submits a Request
2 for Exclusion is prohibited from making any objection to the Settlement Agreement.

3 60. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any
4 Class Member who does not affirmatively Request Exclusion of the Settlement Agreement by
5 submitting a timely and valid Request for Exclusion will be bound by all of its terms, including
6 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
7 Court if it grants final approval to the Settlement. The entry of a final order approving
8 settlement of this Action and Judgment which discharges Defendant and Released Parties from
9 liability for any and all of the Released Claims shall have a *res judicata* effect and bar Plaintiff
10 and Class Members who did not submit a timely and valid Request for Exclusion from bringing
11 any actions or claims asserting the Released Claims.

12 61. Individuals who fall within the definition of the Class may choose to opt-out of
13 the Class under such procedures specified in Section III, Paragraph 11(c)(iv) of this Agreement.
14 Any such persons who opt-out of the Class (“Opt-Outs”) will not receive an Individual Class
15 Payment. However, Aggrieved Employees may not opt-out of the portion of the Settlement
16 relating to the settlement of claims under PAGA. Even if a Class Member opts-out, they will
17 still receive an Individual PAGA Payment. Aggrieved Employees will be bound by the PAGA
18 portion of the release whether or not they cash this check before it becomes void. Class
19 Members who opt-out will only be bound by the release of the PAGA claims.

20 62. Written Objection Procedures. To object to the Settlement Agreement in writing,
21 a Class Member must postmark a valid Notice of Objection to the Settlement Administrator on
22 or before the Response Deadline. The Notice of Objection must be signed by the Class Member
23 and contain all information required by this Settlement Agreement. The postmark date will be
24 deemed the exclusive means for determining that the Notice of Objection is timely. Absent
25 good cause found by the Court, Class Members who fail to object in writing will be deemed to
26 have waived all written objections to the Settlement, and will be foreclosed from making written
27 objections and seeking any adjudication or review of such written objections, whether by appeal
28 or otherwise, to the Settlement Agreement. Aside from these procedures governing written

1 objections, the Court will otherwise control the acceptance of any objections prior to, or made at
2 the final approval hearing. Moreover, Class Members are not required to make written
3 objections, and can also make any other objections directly to the Court, at the Final Approval
4 Hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise
5 encourage Class Members to submit written objections to the Settlement Agreement or appeal
6 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
7 to any such objections to this Settlement.

8 63. Certification Reports Regarding Individual Settlement Payment Calculations. The
9 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report
10 which certifies: (a) the number of Participating Class Members from the Settlement Class who
11 have submitted a dispute of Work Weeks; (b) the number of Class Members who have submitted
12 valid Requests for Exclusion or Notice of Objections; and (c) whether any Class Member has
13 submitted a challenge to any information contained in their Notice Packet. Additionally, the
14 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
15 the administration of the Settlement Agreement as needed or requested.

16 64. Payroll Taxes. In accordance with this Settlement, the transfer of the Gross
17 Settlement approved by the Court shall, to the fullest extent possible, resolve, satisfy and
18 completely extinguish all of Defendant's liability with respect to the Settlement Class except
19 that Defendant shall solely be responsible for the employer portion of the payroll taxes. Upon
20 the transfer of funds to the Settlement Administrator, Defendant shall have no further payment
21 or defense obligation whatsoever with respect to any claims covered by this Settlement made or
22 asserted by any person or entity anywhere in the world in connection with the Settlement Class.

23 65. Certification of Completion. Upon completion of administration of the
24 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
25 such completion to the Court and counsel for all Parties. Plaintiff and Class Counsel will file a
26 Satisfaction of Judgment within ten (10) calendar days of the submission of said declaration.

27 66. Treatment of Individual Settlement Payments. All Individual Settlement
28 Payments will be allocated as follows: 33.33% of each Individual Settlement Payment will be

1 allocated as alleged unpaid wages, and 66.67% will be allocated as alleged unpaid interest and
2 penalties. The portion allocated to wages will be reported on an IRS Form W-2 and the portions
3 allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement
4 Administrator.

5 67. Administration of Taxes by the Settlement Administrator. The Settlement
6 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and
7 Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
8 pursuant to this Agreement. The Settlement Administrator will also be responsible for
9 forwarding all payroll taxes and penalties to the appropriate government authorities.

10 68. Tax Liability. Defendant makes no representation as to the tax treatment or legal
11 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
12 not relying on any statement, representation, or calculation by Defendant or by the
13 Administrator in this regard. Plaintiff and Participating Class Members understand and agree
14 that except for Defendant's payment of the employer's portion of any payroll taxes, they will be
15 solely responsible for the payment of any taxes and penalties assessed on the payments
16 described herein.

17 69. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
18 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
20 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
22 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
23 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
25 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
26 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
27 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
28 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS

1 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
2 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
3 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
5 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
8 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
9 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

13 70. No Prior Assignments. The Parties and their counsel represent, covenant, and
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
15 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
16 demand, action, cause of action or right herein released and discharged.

17 71. Release of Claims by Class Members. Upon the date upon which Defendant
18 transfers the Maximum Settlement Amount to the Settlement Administrator, Plaintiff and all
19 Class Members who do not Request Exclusion will be deemed to have fully, finally and forever
20 released, settled, compromised, relinquished, and discharged with respect to all of the Released
21 Parties for any and all Released Claims that accrued during the Released Claims Period. The
22 release of Released Claims will have a *res judicata* effect against any Class Members who make
23 a claim against any of the Released Parties for any of the Released claims, file any actions,
24 claims, complaints or proceedings regarding the Released Claims with the California Division of
25 Labor Standards Enforcement, initiate any other proceedings against any of the Released Parties
26 regarding any of the Released Claims, or seek to participate in any judgment or settlement of
27 claims that are the subject of the Released Claims in any other class, collective, or representative
28 action against any of the Released Parties.

1 72. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory
2 right for any Class Member to object to, opt out of, or otherwise exclude himself or herself from
3 the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the
4 Settlement submitted by a Class Member shall be construed as relating only to the putative class
5 action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

6 73. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
7 this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary
8 Approval and determination by the Court as to its fairness, adequacy, and reasonableness.
9 Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court for
10 the entry of an order:

11 a. Scheduling a fairness hearing on the question of whether the proposed
12 settlement, including payment of attorneys' fees and costs, and the Class Representative's
13 enhancement payment, should be finally approved as fair, reasonable and adequate as to the
14 members of the Settlement Class;

15 b. Conditionally certifying the Settlement Class for settlement purposes only;

16 c. Approving, as to form and content, the proposed Notice of Pendency of
17 Class Action and Proposed Settlement;

18 d. Approving as to form and content the proposed Notice Packet;

19 e. Approving the manner and method for Class Members to request
20 exclusion from the Settlement as contained herein and within the Notice of Pendency of Class
21 Action and Proposed Settlement;

22 f. Directing the mailing of the Notice of Pendency of Class Action and
23 Proposed Settlement and Class Action Settlement, by first class mail to the Class Members; and

24 g. Preliminarily approving the Settlement subject only to the objections of
25 Class Members and final review by the Court.

26 74. Duties of the Parties Following Final Court Approval. Following final approval
27 by the Court of the Settlement provided for in this Settlement Agreement, Class Counsel will
28 submit a proposed final order of approval and judgment:

- 1 a. Approving the Settlement, adjudging the terms thereof to be fair,
2 reasonable and adequate, and directing consummation of its terms and provisions;
3 b. Approving Class Counsel's application for an award of attorneys' fees and
4 costs;
5 c. Approving the Class Representative Enhancement Payment to the Class
6 Representative;
7 d. Setting a date when the Parties shall report to the court the total amount
8 that was actually paid to the Class Members; and
9 e. Entering judgment in this Action encompassing Defendant and all
10 members of the Settlement Class, with a reservation of continuing jurisdiction by the Court over
11 the Settlement Agreement and its implementation.
12 f. Posting the judgment on the Settlement Administrator's website for at
13 least 90 days after entry by the Court.

14 75. Nullification of Settlement Agreement. In the event that the Settlement is barred
15 by operation of law, or invalidated, or ordered not to be carried out by a court of competent
16 jurisdiction, this Settlement Agreement, and any documents generated to bring it into effect, will
17 be null and void. Any order of judgment entered by the Court in furtherance of this Settlement
18 Agreement will likewise be treated as void from the beginning, and all Parties to this Agreement
19 shall stand in the same position, without prejudice, as if the Agreement had been neither entered
20 into nor filed with the Court. Defendant will cease to have any obligation to pay any portion of
21 the Maximum Settlement Amount to the Qualified Settlement Account, or any other party under
22 the terms of this Agreement and all previous disbursements made from Defendant to the
23 Qualified Settlement Account will immediately revert back to Defendant. Any Settlement
24 Administration Costs incurred will be split equally between the Parties.

25 76. Rescission of Settlement Agreement (by Defendant). If more than ten percent
26 (10%) of the Class Members opt out of the Settlement, Defendant may, at its election, rescind the
27 Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must
28 exercise this right of rescission, in writing, to Class Counsel and with a copy to the Settlement

1 Administrator within ten (10) business days after the Settlement Administrator notifies the Parties
2 of a greater than ten percent (10%) opt-out rate. If the option to rescind is exercised, then
3 Defendant shall be solely responsible for all costs of the claims administration accrued to that
4 point, not to exceed the amount approved by the Court in the Preliminary Approval Order. If
5 Defendant exercises this option, the Parties shall return to their respective positions that existed
6 before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the
7 negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall
8 have any effect or be admissible as evidence for any purpose in the Action, or in any other
9 proceeding.

10 77. Termination of Settlement. Either Party may terminate this Settlement if the
11 Court declines to enter the Preliminary Approval Order, the Final Approval Order or final
12 judgment in substantially the form submitted by the Parties, or the Settlement Agreement as
13 agreed does not become final because of appellate court action. The terminating Party shall give
14 to the other Party (through its counsel) written notice of its decision to terminate no later than
15 ten (10) calendar days after receiving notice that one of the enumerated events has occurred.
16 Termination shall have the following effects:

- 17 a. The Settlement Agreement shall be terminated and shall have no force or
18 effect, and no Party shall be bound by any of its terms;
- 19 b. In the event the Settlement is terminated, Defendant shall have no
20 obligation to make any payments to any party, Class Member or attorney,
21 except that the terminating Party shall pay the Settlement Administrator for
22 services rendered up to the date the Settlement Administrator is notified that
23 the settlement has been terminated;
- 24 c. The Preliminary Approval Order, Final Approval Order and Judgment,
25 including any order of class certification, shall be vacated;
- 26 d. The Settlement Agreement and all negotiations, statements and proceedings
27 relating thereto shall be without prejudice to the rights of any of the Parties,
28

1 all of whom shall be restored to their respective positions in the Action prior
2 to the settlement;

3 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
4 statements or filings in furtherance of settlement (including all matters
5 associated with the mediation) shall be admissible or offered into evidence
6 in the Action or any other action for any purpose whatsoever.

7 78. Public Statements. Plaintiff and Class Counsel shall not hold any press
8 conferences or issue any press releases with respect to this Settlement at any time. Until the
9 Parties submit a request for preliminary approval from the Court, Plaintiff and Class Counsel
10 will keep the terms of this Agreement confidential. Prior to final approval of this Settlement,
11 Plaintiff and Class Counsel will not discuss this Action or the Settlement or otherwise disclose
12 the terms of this Agreement with third parties other than Class Members and the Settlement
13 Administrator, except (1) as required by the PAGA statute, (2) as necessary to effectuate this
14 Agreement, and (3) to the Parties' tax advisors. After final approval of this Settlement, Plaintiff,
15 Defendant, and their respective counsel shall not issue any public statements with respect to the
16 Action or Settlement, except as required by law. The Parties and their counsel shall not engage
17 in any publicity, including website or social media postings, of any type related to the Action,
18 Settlement, or litigation against Defendant. Notwithstanding the specific limitations to public
19 disclosure identified herein, Class Counsel shall not be precluded from disclosing the Parties to
20 the lawsuit and the fact that the matter settled to a Court or other tribunal. Furthermore, nothing
21 herein limits Plaintiff's or any Class Member's ability to communicate with any government
22 agency or otherwise cooperate in any investigation or proceeding that may be conducted by any
23 government agency.

24 79. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
25 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
26 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.
27 After entry of the Judgment, the Court will have continuing jurisdiction under California Code
28 of Civil Procedure section 664.6.

1 80. Exhibits Incorporated by Reference. The terms of this Agreement include the
2 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
3 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

4 81. Entire Agreement. This Settlement Agreement and any attached Exhibits
5 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
6 written or oral agreements may be deemed binding on the Parties. The Parties expressly
7 recognize California Civil Code section 1625 and California Code of Civil Procedure section
8 1856(a), which provide that a written agreement is to be construed according to its terms and
9 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
10 extrinsic oral or written representations or terms will modify, vary or contradict the terms of this
11 Agreement.

12 82. Amendment or Modification. This Settlement Agreement may be amended or
13 modified only by a written instrument signed by the named Parties and counsel for all Parties or
14 their successors-in-interest.

15 83. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
16 warrant and represent they are expressly authorized by the Parties whom they represent to
17 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
18 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
19 execute any other documents required to effectuate the terms of this Settlement Agreement. The
20 Parties and their counsel will cooperate with each other and use their best efforts to effect the
21 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
22 content of any document needed to implement the Settlement, or on any supplemental provisions
23 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
24 assistance of the Court to resolve such disagreement.

25 84. Signatories. It is agreed that because the members of the Class are so numerous,
26 it is impossible or impractical to have each member of the Class execute this Settlement
27 Agreement. The Notice of Pendency of Class Action and Proposed Settlement, attached hereto
28 as Exhibit "A," will advise all Class Members of the binding nature of the release, and the

1 release shall have the same force and effect as if this Settlement Agreement were executed by
2 each member of the Class.

3 85. Binding on Successors and Assigns. This Settlement Agreement will be binding
4 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
5 defined.

6 86. California Law Governs. All terms of this Settlement Agreement and Exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 87. Execution and Counterparts. This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Agreement may be executed in one or more counterparts.
10 All executed counterparts and each of them, including facsimile and scanned copies of the
11 signature page, will be deemed to be one and the same instrument provided that counsel for the
12 Parties will exchange among themselves original signed counterparts.

13 88. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
14 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
15 and have arrived at this Settlement after arm's-length negotiations and in the context of
16 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
17 further acknowledge that they are each represented by competent counsel and that they have had
18 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
19 Agreement. In addition, the Mediator may execute a declaration supporting the Settlement and
20 the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
21 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

22 89. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
24 extent possible consistent with applicable precedents so as to define all provisions of this
25 Settlement Agreement valid and enforceable.

26 90. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign
27 this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the
28 terms herein.

1 91. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
2 class certification for purposes of this Settlement only; and either party may appeal any court
3 order that materially alters the Settlement Agreement's terms.

4 92. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
5 dispute that has arisen between them and to avoid the burden, expense and risk of continued
6 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
7 has violated any state, federal, or local law; violated any regulations or guidelines promulgated
8 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
9 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
10 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,
11 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
12 construed as an admission or concession by Defendant of any such violations or failures to
13 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
14 this Agreement, this Agreement and its terms and provisions shall not be offered or received as
15 evidence in any action or proceeding to establish any liability or admission on the part of
16 Defendant or to establish the existence of any condition constituting a violation of, or a non-
17 compliance with state, federal, local or other applicable law.

18 93. Captions. The captions and section numbers in this Agreement are inserted for
19 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
20 the provisions of this Agreement.

21 94. Waiver. No waiver of any condition or covenant contained in this Agreement or
22 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
23 constitute a further waiver by such party of the same or any other condition, covenant, right or
24 remedy.

25 95. Enforcement Actions. In the event that one or more of the Parties institutes any
26 legal action or other proceeding against any other Party or Parties to enforce the provisions of
27 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
28 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'

1 fees and costs, including expert witness fees incurred in connection with any enforcement
2 actions.

3 96. Mutual Preparation. The Parties have had a full opportunity to negotiate the
4 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
5 more strictly against one party than another merely by virtue of the fact that it may have been
6 prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length
7 negotiations between the Parties, all Parties have contributed equally to the preparation of this
8 Agreement.

9 97. Representation By Counsel. The Parties acknowledge that they have been
10 represented by counsel throughout all negotiations that preceded the execution of this
11 Agreement, and that this Agreement has been executed with the consent and advice of counsel,
12 and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no
13 liens on the Settlement Agreement.

14 98. All Terms Subject to Final Court Approval. All amounts and procedures
15 described in this Settlement Agreement herein will be subject to final Court approval.

16 99. Cooperation and Execution of Necessary Documents. All Parties will cooperate
17 in good faith and execute all documents to the extent reasonably necessary to effectuate the
18 terms of this Settlement Agreement.

19 100. Integration Clause. This Settlement Agreement contains the entire agreement
20 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
21 or contemporaneous agreements, understandings, representations, and statements, whether oral
22 or written and whether by a party or such party's legal counsel, are merged herein. No rights
23 hereunder may be waived except in writing.

24 101. Binding Agreement. The Parties warrant that they understand and have full
25 authority to enter into this Agreement, and further intend that this Agreement will be fully
26 enforceable and binding on all parties, and agree that it will be admissible and subject to
27 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
28 provisions that otherwise might apply under state or federal law.

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
Joint Stipulation of Class Settlement and Release between Plaintiff and Defendant as of the
date(s) set forth below:

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF JAMES PACKES

Dated: _____

Plaintiff JAMES PACKES, in a Representative
capacity only, and on behalf of other members of
the general public similarly situated

**DEFENDANT
SCHOOL OF ROCK, LLC**

Dated: _____

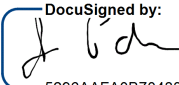
Chief Financial Officer

1 **APPROVED AS TO FORM**

2 6/7/2022

3 Dated: _____

SULLIVAN & YAECKEL LAW GROUP, APC

4 BY:  _____
5 5296AAFA0B70433...

6 Eric K. Yaeckel, Esq.
7 Attorneys for Plaintiff
8 JAMES PACKES, in a Representative
9 capacity only, and on behalf of other members
10 of the general public similarly situated

11 Dated: _____

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

12 BY: _____
13 Timothy M. Keegan, Esq.
14 Attorneys for Defendant,
15 SCHOOL OF ROCK, LLC