

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Erin Jones, (“Plaintiff”) and defendant Covered 6, LLC (“Covered 6” or “Defendant”). The Agreement refers to Plaintiff and Covered 6, LLC collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the following lawsuits filed by Plaintiff alleging Class and Private Attorney General Act (“PAGA”) wage and hour violations against Covered 6 filed by Plaintiff on July 22, 2021: *Erin Jones v. Covered 6, LLC et al.* (Los Angeles County Superior Court Case No. 21STCV26989) (“Jones Class Action”) and *Erin Jones v. Covered 6, LLC et al.* (Los Angeles County Superior Court Case No. 21PSCV00639) (“Jones PAGA Action”).
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals employed by Defendant as hourly non-exempt employees between June 2, 2020, and the earlier of the date of Preliminary Approval or July 22, 2025 (e.g., 60 days after the date on which the Parties’ Memorandum of Understanding was signed by the last party to sign it) (the “PAGA Period”).
- 1.5. “Settlement Class” or “Class” means all individuals employed by Defendant as hourly non-exempt employees between July 22, 2017, and the earlier of the date of Preliminary Approval or July 22, 2025 (e.g., 60 days after the date on which the Parties’ Memorandum of Understanding was signed by the last party to sign it) (“Class Period”) and who do not opt out.
- 1.6. “Class Counsel” means Carolyn H. Cottrell, Esther L. Bylsma, Sandra Acosta Tello of Schneider Wallace Cottrell Konecky LLP and Joanna Ghosh and Selena Matavosian of Lawyers for Justice, PC.
- 1.7. “Class Counsel Attorneys Fees” and “Class Counsel Litigation Expenses” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Settlement Class Data” means Class Member identifying information in Covered 6’s possession including the Settlement Class Member’s name, last-known mailing address, email address(es), telephone number(s), Social Security number, and the number of Settlement Class Period Workweeks and PAGA Pay Periods worked by said Settlement Class Member.

- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Settlement Class Notice” or “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from July 22, 2017, and the earlier of the date of Preliminary Approval or July 22, 2025 (*e.g.*, 60 days after the date on which the Parties’ Term Sheet was signed by the last party to sign it) unless modified by the Escalator Clause contained in Section 10 of this Agreement.
- 1.13. “Class Representative” means Plaintiff Erin Jones.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” or “Covered 6” means named defendant Covered 6, LLC.
- 1.17. “Defense Counsel” means Kerry Garvis Wright, Josph D. Hadacek and Sonia A. Vucetic of Glaser Weil Fink Howard Jordan & Shapiro LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; (c) or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment is final and entered by the Court upon its Order Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” is \$1,350,000.00, exclusive of any employer-side taxes. With the exception of employer-side taxes, the Gross Settlement Amount is the total

amount Covered 6 agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Attorneys' Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administration Expenses Payment.

- 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by the Participating Class Member during the Class Period.
- 1.24. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked by the Aggrieved Employee during the PAGA Period.
- 1.25. "Judgment" means the judgment entered by the Court based upon its Order Granting Final Approval of the Settlement.
- 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Attorneys Fees, Class Counsel Litigation Expenses, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Covered 6 for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from June 2, 2020 and the earlier of the date of Preliminary Approval or July 22, 2025 (*e.g.*, 60 days after the date on which the Parties' Term Sheet was signed by the last party to sign it).
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.33. "PAGA Notice" means plaintiff Erin Jones' June 2, 2021, letter to Covered 6 and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,750.00) and the 75% to LWDA (\$20,250.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.36. “Plaintiff” means Erin Jones, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.41. “Released Parties” means Covered 6, LLC and each of its past, present, and future subsidiaries, parent companies, predecessors, affiliates, divisions, agents, managers, owners, members, officers, directors, partners, trustees, administrators, real or alleged alter egos, attorneys, and assigns.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during which a Class Member worked for Covered 6 for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On July 22, 2021, plaintiff Erin Jones commenced the *Jones Class Action* by filing a Class Complaint for: (1) Failure to Pay Overtime Earned in violation of Lab. Code §§ 510, 1198; (2) Failure to Provide Meal Periods in violation of Lab. Code §§ 226.7, 512; (3) Failure to Provide Rest Periods in violation of Labor Code § 226; (4) Failure to Pay Minimum Wages in violation of Lab. Code §§ 1194, 1197, 1197.1; (5) Failure to Pay All Wages Due Upon Termination in Violation of Lab. Code §§ 201 and 202; (6) Failure to Timely Pay All Wages Earned in Violation of Lab. Code § 204; (7) Failure to Provide Accurate Wage Statements in Violation of Lab. Code § 226; (8) Failure to Maintain Records of Hours Worked/Wages Earned in Violation of Lab. Code § 1174(d); (9) Failure to Reimburse Expenses in violation of Lab. Code. § 2800 and 2802; and (10) Unfair Competition and Unlawful Business Practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*
- 2.2. On August 6, 2021, Plaintiff commenced the *Jones PAGA Action* by filing a PAGA

Complaint alleging causes of action against Covered 6 for: (1) failure to pay overtime wages as required by California law; (2) failing to authorize and permit meal breaks as required under California law; (3) failing to authorize and permit rest breaks as required under California law; (4) failing to pay minimum wages for all hours worked as required by California law; (5) failing to timely pay all wages owed upon separation from employment; (6) failing to timely pay all wages owed during employment; (7) failing to provide accurate, itemized wage statements; (8) Failure to Maintain Records of Hours Worked/Wages Earned in Violation of Lab. Code § 1174(d); (9) failing to reimburse for business expenditures as required under California law; and (10) penalties pursuant to Cal. Lab. Code §§ 2699(a) and (f).

- 2.3. On October 6, 2021, Covered 6 filed a Notice of Appearance in the *Jones Class Action*. On October 14, 2022, Covered 6 filed a motion for summary judgment.
- 2.4. On January 14, 2022, Covered 6, LLC filed its Answer denying the allegations contained in the *Jones PAGA Action* Complaint and denies any failure to comply with the laws identified in in the complaint and denies any and all liability for the causes of action alleged.
- 2.5. On January 24, 2022, the Court ruled the *Jones Class Action* and the *Jones PAGA Action* to be related within the meaning of Los Angeles Superior Court Rules, Rule 3.3(f) and designated the Jones Class Action as the lead case.
- 2.6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Covered 6 LLC and the LWDA by sending the PAGA Notice.
- 2.7. On June 30, 2023, the Parties participated in a mediation presided over by Steve Pearl, Esq.
- 2.8. On August 29, 2023, Covered 6's motion for summary judgment was heard. The Court denied the motion in full.
- 2.9. On October 1, 2024, the Parties attended a second mediation presided over by the same mediator. Subsequently, the Parties engaged in protracted settlement discussions with the assistance of the mediator.
- 2.10. On March 24, 2025, the Parties accepted a mediator's proposal, which led to this Agreement to settle the Action.
- 2.11. Prior to both mediations and in the course of negotiating the Settlement, Plaintiff obtained and reviewed, through informal and formal discovery, payroll and time clock entries, as well as policies and practices for Covered 6, supplemented by information provided by the Plaintiff in this Action. Plaintiff also obtained hundreds of documents from the City of Beverly Hills by way of a subpoena. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("Dunk/Kullar").
- 2.12. The Court has not granted class certification, as the Parties participated in mediation

before any such motion was pending before the Court.

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

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Covered 6 shall pay One Million Three-Hundred Fifty Thousand Dollars (\$1,350,000.00), exclusive of the employer share of payroll taxes, as the Gross Settlement Amount. Within fifteen (15) calendar days of the Effective Date, Covered 6 shall wire the Gross Settlement Amount to the Administrator. Once wired to the Administrator, Defendant shall have no access to the Gross Settlement Amount. Within five calendar days of receipt of the Gross Settlement Amount by the Administrator, the Administrator shall deposit the Gross Settlement Amount into an interest-bearing escrow account, maintained by the Administrator that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. The Administrator will disburse the entire Gross Settlement Amount in accordance with this Agreement, without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Covered 6.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment of up to \$15,000.00 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee). Covered 6 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Attorneys' Fees and Class Litigation Expenses, Plaintiff will seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any employee taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: Class Counsel Attorneys Fees will be calculated by the percentage method used in common fund cases. *Lafitte v. Robert Half Internat., Inc.*, 1 Cal. 5th 480, 503 (2016). Class Counsel Attorneys Fees shall be not more than 35% of the Gross Settlement Amount, which amounts to \$472,500.00, and Class Counsel Litigation Expenses of actual costs incurred. Covered 6 will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Attorneys Fees and Class Litigation Expenses no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Counsel Attorneys Fees and/or Class Counsel Litigation Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will pay the Class Counsel Attorneys Fees and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Attorneys Fees and Class Counsel Litigation Expenses and holds Covered 6 harmless, and indemnifies Covered 6, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment of \$11,000.00 subject to the Court's approval.
 - 3.2.3.1. To Each Participating Class Member: An Individual Class Payment calculated on a *pro rata* workweek basis by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period to derive the workweek rate and (b) multiplying the resulting workweek rate by each Participating Class Member's individual Workweeks.
 - 3.2.3.2. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.3.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$27,000.00 to be paid from the Gross Settlement Amount, with 75% (\$20,250.00) allocated to the LWDA PAGA Payment and 25% (\$6,750.00) allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment on a *pro rata* pay period basis by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period to derive the pay period rate and (b) multiplying the resulting pay period rate by each Aggrieved Employee's individual PAGA Pay Periods. Each Individual PAGA Payment shall be allocated entirely as penalties to be reported on an IRS Form 1099. Aggrieved Employees assume full responsibility

and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Settlement Class Data. Not later than 15 calendar days after the Court grants Preliminary Approval of the Settlement, Covered 6 will simultaneously deliver the Settlement Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. Concurrent with the provision of the Settlement Class Data to the Administrator, Covered 6 shall provide Class Counsel with a declaration from a qualified representative attesting to the completeness and accuracy of the Settlement Class Data so provided. To protect Class Members' privacy rights, the Administrator must maintain the Settlement Class Data in confidence, use the Settlement Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Settlement Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Covered 6 has a continuing duty to immediately notify Class Counsel if it discovers that the Settlement Class Data omitted Class Member identifying information and to provide corrected or updated Settlement Class Data as soon as reasonably feasible. Without any extension of the deadline by which Covered 6 must send the Settlement Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Settlement Class Data.
- 4.2. Funding of Gross Settlement Amount. Within five calendar days of receipt of the Gross Settlement Amount by the Administrator, the Administrator shall deposit the Gross Settlement Amount into an interest-bearing escrow account, maintained by the Administrator that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. Covered 6 shall also fund the amounts necessary to fully pay Covered 6's share of payroll taxes by transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Attorneys Fees, the Class Counsel Litigation Expenses, and the Class Representative Service Payments.
 - 4.3.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual

PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, where applicable. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

- 4.3.3. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Covered 6 to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 4.4. Payroll Taxes. Covered 6 is responsible for separately funding any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. In accordance with Provision 4.3 hereinabove, the Administrator shall be responsible for remitting the employer payroll taxes to the applicable taxing authorities.

5. RELEASES OF CLAIMS. Effective as of the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release: Plaintiff and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class and PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Jones Class Action and Jones PAGA Action ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law

different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code section 1542: For purposes of Plaintiffs' Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, successors, and assigns, release Released Parties from all claims that were alleged, or could have been alleged, based on the facts stated in the Jones Class Complaint in the Action, including: (1) Failure to Pay Overtime Earned in violation of Lab. Code §§ 510, 1198; (2) Failure to Provide Meal Periods in violation of Lab. Code §§ 226.7, 512; (3) Failure to Provide Rest Periods in violation of Labor Code § 226; (4) Failure to Pay Minimum Wages in violation of Lab. Code §§ 1194, 1197, 1197.1; (5) Failure to Pay All Wages Due Upon Termination in Violation of Lab. Code §§ 201 and 202; (6) Failure to Timely Pay All Wages Earned in Violation of Lab. Code § 204; (7) Failure to Provide Accurate Wage Statements in Violation of Lab. Code § 226; (8) Failure to Maintain Records of Hours Worked/Wages Earned in Violation of Lab. Code § 1174(d); (9) Failure to Reimburse Expenses in violation of Lab. Code. § 2800 and 2802; and (10) Unfair Competition and Unlawful Business Practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq* Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. ("Released Class Claims.")

5.3. PAGA Release by Aggrieved Employees: All Aggrieved Employees, to the extent permitted by law, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, in the Complaint in the *Jones PAGA Action*, and/or the PAGA Notice for PAGA penalties that occurred during the PAGA Period, including, but not limited to: (1) failure to pay overtime wages as required by California law; (2) failing to authorize and permit meal breaks as required under California law; (3) failing to authorize and permit rest breaks as required under California law; (4) failing to pay minimum wages for all hours worked as required by California law; (5) failing to timely pay all wages owed upon separation from employment; (6) failing to timely pay all wages owed during employment; (7) failing to provide accurate, itemized wage statements; (8) Failure to Maintain Records of Hours Worked/Wages Earned in

Violation of Lab. Code § 1174(d); (9) failing to reimburse for business expenditures as required under California law; and (10) penalties pursuant to Cal. Lab. Code §§ 2699(a) and (f) and any potentially applicable claims for attorneys' fees ("Released PAGA Claims.").

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Covered 6's Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Covered 6 will prepare and deliver to Class Counsel a signed Declaration from Covered 6 and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Covered 6 shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense a draft of the memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2) three court days prior to filing the Motion.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Order of Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, in an attempt to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

settlements.

- 7.2 Employer Identification Number. Covered 6 shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Settlement Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods, in the Settlement Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Settlement Class Data, the Administrator will send to all Class Members identified in the Settlement Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and, where applicable, Individual PAGA payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the 45 calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re- mailed Class Notice.
 - 7.4.5 If the Administrator, Covered 6, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Settlement Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person, by telephone, or by email, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights

as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re- mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' and Aggrieved Employees' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator shall require that the challenging Class Member submit supporting

documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods (if any) contained in the Class Notice are correct so long as they are consistent with the Settlement Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods (if any) shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination with respect to the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for Class Counsel Attorneys Fees, Class Counsel Litigation Expenses, Class Representative Service Payments and/or Administration Expenses Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, any Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). A Participating Class Member may withdraw a written objection by notifying the Administrator by mail anytime prior to the Final Approval Hearing.

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Attorneys Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, Administration Expenses Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel

and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge before the trial court.
- 7.8.5 Administrator’s Declaration. Not later than 14 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Covered 6 estimates there are 718 Class Members and Aggrieved Employees who collectively worked a total of 44,984 Workweeks and 22,492 Pay Periods for the period of July 22, 2017 through September 30, 2024.

9. **ESCALATOR CLAUSE.** Defendant estimates that there were approximately 44,984 workweeks and 22,492 pay periods for approximately 718 Class Members for the period of July 22, 2017, through September 30, 2024. Plaintiff is entering into this Settlement Agreement based on such representations. In the event it is determined that the actual number of workweeks and/or the actual number of pay periods exceeds the estimates above by more than ten (10) percent during the Class Period, Defendant will increase the Gross Settlement Amount proportionally (for example, should the actual workweeks and pay periods exceed the estimated numbers by 12%, Defendant will increase the Gross Settlement Amount proportionally by 2%). Alternatively, if the actual number of workweeks or actual number of pay periods exceeds the estimates above by more than ten (10) percent during the Class Period, Defendant shall retain the option, in lieu of increasing the Gross Settlement Amount, to end the Class Period on a date that results in the actual workweeks and actual pay periods not exceeding ten (10) percent of the estimated totals.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Class Counsel will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel shall provide draft of the Memorandum in Support of the Motion for Final Approval to Defense Counsel not later than three court days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Attorneys Fees, Class Counsel Litigation Expenses and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 Continuing Jurisdiction of the Court. In accordance with California law, including, but not limited to, C.C.P. § 664.6, the Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to

file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members), this Agreement shall be null and void at the option of either of the Parties. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. Any additional Administration Expenses reasonably incurred after remittitur should be paid by the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 Voiding the Settlement Agreement.

12.1.1 If the Court does not approve any material condition of this Agreement or effects a fundamental change of the Parties' Settlement, with the exception of any changes to the Class Notice, the award of Class Counsel's Fees Request, the award of or amount of the Class Representative Service Payments, or the number of days required for the opt-out and objection periods, then the entire Settlement Agreement will be voidable and unenforceable at the option of either Party hereto.

12.1.2 Either Party may void this Settlement Agreement as provided in the preceding Paragraph, by giving notice in writing to all other Parties and the Court at any time prior to Final Approval of the Settlement Agreement by the Court.

- 12.2 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be, or should be, construed as an admission by Covered 6 that any of the allegations in the Jones Class Action or Jones PAGA Action have merit or that Covered 6 has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Covered 6's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Covered 6 reserves the right to contest certification of any class for any reasons, and Covered 6 reserves all available defenses to the claims in the Jones Class Action or Jones PAGA Action. Likewise, Plaintiff reserves the right to move for class certification on any grounds available and to contest Covered 6's defenses. The

Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Covered 6, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Covered 6 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to effectuate the intent and purpose of the Settlement and/or Agreement. In all other instances, Plaintiff, Class Counsel, Covered 6 and Defense Counsel shall respond to any third party only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, Class Counsel's communications as to moving for class counsel, or Class Counsel's communications with the LWDA..

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

- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral or written representations, warranties, covenants, or inducements made to or by any Party. For avoidance of doubt, this Agreement supersedes and replaces the Memorandum of Understanding entered into by the Parties relating to this Action.

- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Covered 6, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their

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

- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Covered 6, nor Defense Counsel, are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Settlement Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Settlement Class Data provided to Class Counsel by Covered 6 in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiff:

Carolyn H. Cottrell
Esther L. Bylsma
Sandra Acosta Tello
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
ccottrell@schneiderwallace.com

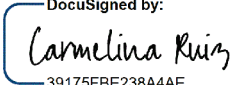
To Covered 6, LLC:

Kerry Garvis Wright
Joseph D. Hadacek
Sonia A. Vucetic
GLASER WEIL FINK HOWARD JORDAN & SHAPIRO LLP
10250 Constellation Blvd., 19th Floor
Los Angeles, CA 90067
kgarviswright@glaserweil.com

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

- 12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the Action shall be stayed, except to effectuate the terms of this Agreement. Pursuant to C.C.P. § 583.330, the Parties further agree, upon the signing of this Agreement, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 9/8/2025, 2025

DocuSigned by:

39175FBE238A4AE...
By: _____
Covered 6, LLC

Dated: August 29, 2025


By: _____
Erin Jones

AGREED AS TO FORM:

Dated: September 2, 2025

By: 
Carolyn H. Cottrell
Attorney for Plaintiffs

Dated: September 8, 2025

By: 
Kerry Garvis Wright
Attorney for Defendant