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FILED
 Superior Court of California
 County of Los Angeles
07/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

11 PELE HENDERSON, on behalf of himself and
 12 all others similarly situated,

13 Plaintiff,

14 vs.

15 SCOPELY, INC., a Delaware corporation; and
 16 DOES 1 through 50, inclusive,

17 Defendants.

Case No. 21STCV29152

~~PROPOSED~~ FINAL JUDGMENT

Date: July 31, 2023

Time: 10:00 a.m.

Judge: Hon. Lawrence P. Riff

Dept.: 7

Complaint filed: August 9, 2021

SAC filed: January 19, 2023

Trial date: None set

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1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement and the Order Granting Final
5 Approval of Settlement, Plaintiff Pele Henderson (“Plaintiff”), and all members of the Class,
6 shall take nothing by their complaint in this Action.

7 2. Without affecting the finality of this judgment in any way, pursuant to California
8 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
9 interpretation, administration, implementation, effectuation, and enforcement of this order and
10 the Settlement.

11 3. Upon completion of administration of the settlement, the Settlement
12 Administrator will provide written certification of such completion to the Court and counsel for
13 the parties. The Court sets a compliance hearing date of June 24, 2024, at 10:00 a.m., and the
14 written certification of the Settlement Administrator shall be filed no later than fourteen (14)
15 days before this hearing.

16 4. The Court finds that in consideration of Plaintiff’s awarded Class Representative
17 Payment, Plaintiff’s Settlement Share, and the other terms and conditions of the Settlement, as of
18 the date the Settlement becomes Final and is fully funded, except as provided below, Plaintiff
19 releases any and all known and unknown claims against Scopely and any present and former
20 parents, subsidiaries and affiliated companies or entities, and their respective officers, directors,
21 employees, partners, shareholders and agents, and any other successors, assigns and legal
22 representatives and its related persons and entities (“Released Parties”) that existed as of the
23 execution of the Settlement Agreement, and waives the protection of California Civil Code
24 section 1542, which provides: “A general release does not extend to claims that the creditor or
25 releasing party does not know or suspect to exist in his or her favor at the time of executing the
26 release and that, if known by him or her, would have materially affected his or her settlement
27 with the debtor or released party.” (“Plaintiff’s Released Claims.”) Expressly excluded from
28 Plaintiff’s Released Claims are Plaintiff’s individual claims for disability discrimination,

1 wrongful termination in violation of public policy, negligent and intentional infliction of
2 emotional distress, and violation of California Business and Professions Code section 17200 *et*
3 *seq.* asserted in the separate action entitled “*PELE HENDERSON, an individual, Plaintiff, vs.*
4 *Scopely, Inc., a Delaware Corporation; JOE ZANETTI, an individual; ROSIE [SURNAME*
5 *UNKNOWN]; and DOES 1 through 50, inclusive, Defendants*” (the “Individual Action”), Los
6 Angeles County Superior Court, No. 21STCV29370, and dismissed with prejudice following the
7 execution of a separate settlement agreement; any claims for workers compensation benefits or
8 unemployment insurance benefits; claims outside the Class Period; and any other claims that
9 cannot be waived by law.

10 5. The Court finds that in consideration for their awarded Class Payment portions of
11 their Settlement Shares, as of the date the Settlement becomes Final and is fully funded, all
12 California Class Members (other than those Class Members who timely and validly requested to
13 be excluded from the Settlement) release any and all known and unknown claims against
14 Scopely and the other Released Parties asserted in the Second Amended Complaint or arising out
15 of or reasonably related to the facts alleged in the Second Amended Complaint that, from
16 August 9, 2017 through February 21, 2023, Scopely failed to furnish accurate itemized wage
17 statements; furnish paper copies of wage statements; or reimburse for necessary business
18 expenses. The released claims include but are not limited to claims brought under California
19 Labor Code sections 226, 226.3, and 2802, California Business and Professions Code sections
20 17200-17208, and the Industrial Welfare Commission Wage Order. Such claims include claims
21 for unreimbursed expenses, statutory penalties, civil penalties, or other relief under the
22 California Labor Code, PAGA, relief from unfair competition under California Business and
23 Professions Code section 17200 *et seq.*; attorneys’ fees and costs; and interest (the “California
24 Class Members’ Released Claims”). Additionally, all California Class Members who worked for
25 Scopely during the PAGA Period will release such claims for civil penalties under PAGA, and
26 will receive a portion of the amount set aside as PAGA penalties, regardless of whether they
27 elect not to participate in the Settlement.

1 6. In consideration for their awarded Class Payment portions of their Settlement
2 Shares, as of the date the Settlement becomes Final and is fully funded, all Salary/Exempt QA
3 Class Members (other than those Class Members who timely and validly requested to be
4 excluded from the Settlement) release any and all known and unknown claims against Scopely
5 and the Released Parties asserted in the Second Amended Complaint or arising out of or
6 reasonably related to the facts alleged in the Second Amended Complaint that, from August 9,
7 2017 through February 21, 2023, Scopely failed to pay all wages due, including minimum wages
8 and overtime; provide meal and rest periods; pay meal and rest period premiums at the regular
9 rate of pay; furnish accurate itemized wage statements; furnish paper copies of wage statements;
10 reimburse for necessary business expenses; or pay all wages due to discharged and quitting
11 employees. The released claims include but are not limited to claims brought under California
12 Labor Code sections 201-204, 210, 212, 215, 216, 218.6, 223, 225, 225.5, 226, 226.3, 226.6,
13 226.7, 256, 354, 408, 510, 512, 553, 558, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et*
14 *seq.*, and 2802, California Business and Professions Code sections 17200-17208, and the
15 Industrial Welfare Commission Wage Order. Such claims include claims for wages, statutory
16 penalties, civil penalties, or other relief under the California Labor Code, PAGA, relief from
17 unfair competition under California Business and Professions Code section 17200 *et seq.*;
18 attorneys' fees and costs; and interest (the "Salary/Exempt QA Class Members' Released
19 Claims"). Additionally, all Salary/Exempt QA Class Members who worked for Scopely during
20 the PAGA Period will release such claims for civil penalties under PAGA, and will receive a
21 portion of the amount set aside as PAGA penalties, regardless whether they elect not to
22 participate in the Settlement.

23 7. The Court finds that in consideration for its awarded share of the PAGA Civil
24 Penalties, as of the date the Settlement becomes Final and is fully funded, the State of California
25 releases any and all claims under PAGA for civil penalties against Scopely and the other
26 Released Parties that arise out of or reasonably relate to the allegations in the notices submitted
27 by Plaintiff to the LWDA pursuant to PAGA that, during the PAGA Period, Scopely failed to
28 pay all wages due, including minimum wages and overtime; provide meal and rest periods; pay

1 meal and rest period premiums at the regular rate of pay; furnish accurate itemized wage
2 statements and/or furnish paper copies of wage statements; reimburse for necessary business
3 expenses; or pay all wages due to discharged and quitting employees (the “Released PAGA
4 Claims”). The Released PAGA Claims include but are not limited to claims arising under
5 California Labor Code sections 201-204, 210, 212, 216, 221-223, 225.5, 226, 226.3, 226.6,
6 226.7, 256, 354, 408, 510, 512, 558, 1175, 1194, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, and
7 2802, and the Industrial Welfare Commission Wage Order.

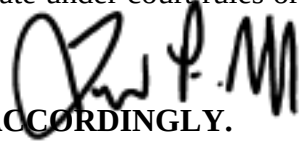
8 8. The Court finds that in consideration for their awarded PAGA Amount Payment
9 portions of their Settlement Shares, as of the date the Settlement becomes Final and is fully
10 funded, all PAGA Settlement Group Members release any and all claims under PAGA for civil
11 penalties against Scopely and the other Released Parties that arise out of or reasonably relate to
12 the allegations in the notices submitted by Plaintiff to the LWDA pursuant to PAGA that, during
13 the PAGA Period, Scopely failed to pay all wages due, including minimum wages and overtime;
14 provide meal and rest periods; pay meal and rest period premiums at the regular rate of pay;
15 furnish accurate itemized wage statements and/or furnish paper copies of wage statements;
16 reimburse for necessary business expenses; or pay all wages due to discharged and quitting
17 employees (the “Released PAGA Claims”). The Released PAGA Claims include but are not
18 limited to claims arising under California Labor Code sections 201-204, 210, 212, 216, 221-223,
19 225.5, 226, 226.3, 226.6, 226.7, 256, 354, 408, 510, 512, 558, 1175, 1194, 1197, 1197.1, 1198,
20 1199, 2698 *et seq.*, and 2802, and the Industrial Welfare Commission Wage Order. All PAGA
21 Settlement Group Members will release the Released PAGA Claims, and will receive a PAGA
22 Amount Payment, regardless of whether they request to be excluded from the Settlement.

23 9. The parties shall bear his, her, its or their own respective attorneys’ fees and costs
24 except as otherwise provided in the Settlement, the Order Granting Final Approval of
25 Settlement, and this Judgment.

26 The Court enters final judgment in the Action in accordance with the Settlement and this
27 Order, subject to the Court’s retention of continuing jurisdiction over the Action and the
28 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for

1 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
2 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
3 law.

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

5  
Lawrence P. Riff/Judge

6 Dated: 07/31/2023, 2023

7 _____
Hon. Lawrence P. Riff
Judge of the Superior Court