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Attorneys for Defendant
 INSIGHT GLOBAL, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF CONTRA COSTA

TALISHA WOODS, an individual, and on
 behalf of all similarly situated individuals,

Plaintiff,

v.

INSIGHT GLOBAL LLC, a limited liability
 company; STEVEN KASSITY, an individual;
 and Does 1-10, inclusive,

Defendants.

Case No. C21-01934

*[Assigned for All Purposes to
 Hon. Edward G. Weil, Dept. 39]*

**JOINT STIPULATION OF
 SETTLEMENT OF PAGA
 REPRESENTATIVE ACTION**

Amended Complaint Filed: Sept. 28, 2021
 Complaint Filed: Aug. 22, 2022
 Non-Jury Trial Date: Not set

This Agreement and all associated exhibit(s) or attachment(s) are made for the purpose of settling the Lawsuit. This Agreement and the settlement it evidences are made in compromise of disputed claims. Because this action is being settled on a PAGA representative basis, the “superior court shall review and approve any settlement of any civil action filed pursuant to [Labor Code §§ 2698 et seq.].” Cal. Lab. Code § 2699(l)(2). Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Effective Date does not occur, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable.

DEFINITIONS

MORGAN, LEWIS &
BOCKIUS LLP
ATTORNEYS AT LAW
LOS ANGELES

1 meanings:

2 1. "Active Date" means the latest of: (i) the Effective Date if no objection is made or
3 filed to the Settlement and the Court signs the Approval Order and Judgment; (ii) if an objection is
4 made or filed and the Court nevertheless signs the Approval Order and Judgment, but no appeal is
5 filed, the expiration of the deadline for any appeals; and (iii) if an objection is made or filed and
6 the Court nevertheless signs the Approval Order and Judgment, and an appeal is filed, the date that
7 an appeal is finally concluded resulting in a court order approving this Settlement.

8 2. "Approval Order" means the signed order of the Superior Court approving the
9 Settlement and entering Judgment.

10 3. "Effective Date" means the date the Superior Court signs the Approval Order and
11 Judgment.

12 4. "Eligible Pay Period" means any pay period from September 27, 2020 through
13 December 31, 2022 during which a California employee of Defendant took leave designated in
14 Defendant's timekeeping system as "Pandemic Sick Pay" or "Sick Time."

15 5. "Funding Date" means fifteen (15) business days after the PAGA Settlement
16 Administrator sends Defendant confirmation of the Gross Settlement Amount and wiring
17 instructions to fund the Settlement.

18 6. "PAGA Representative Claims" means Plaintiff's individual and non-individual
19 PAGA claims based on alleged predicate violations of California Labor Code §§ 223, 226, 226.3,
20 233, 245, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.5, 248.6, and 558.1.

21 7. "PAGA Release Period" means September 27, 2020 to the Effective Date.

22 8. "PAGA Settlement" or "Settlement" means the settlement of the Lawsuit as
23 memorialized in this Agreement.

24 9. "PAGA Settlement Members" included in the Settlement shall be all of Defendant's
25 California employees who have Eligible Pay Periods during the PAGA Release Period. Defendant
26 represents that there are approximately 8,215 PAGA Settlement Members as of October 2022.

27 10. "Plaintiff's Counsel" means King & Siegal LLP.
28

11. “Settlement Administrator” means Simpluris, who provided the lowest bid for administration.

RECITALS

12. WHEREAS, certain disputes have arisen under PAGA between the Parties concerning Defendant’s alleged California paid sick leave practices during the PAGA Release Period. Individuals who were not California employees of Defendant and/or individuals who were California employees of Defendant but who did not take leave designated in Defendant’s timekeeping system as “Pandemic Sick Pay” or “Sick Time” during the PAGA Release Period are not covered by the definition of “PAGA Settlement Member,” are not eligible for any payment under this Agreement, and will not be affected by this Agreement.

13. WHEREAS, on September 27, 2021, Plaintiff Talisha Woods sent a PAGA letter to the LWDA regarding alleged violations of the Labor Code, and incorporated by reference a draft Complaint alleging violations of Labor Code §§ 226, 226.3, 233, 245, 246, 248.2, 248.5, and 558.1. On September 28, 2021, Plaintiff filed a Complaint for civil penalties pursuant to PAGA in Contra Costa County Superior Court alleging violations of Labor Code §§ 226, 226.3, 233, 245, 246, 248.2, 248.5, and 558.1 against Defendant and Steven Kassity. Thereafter, the Parties stipulated to dismiss Kassity without prejudice. Defendant demurred, which the Court sustained in part, and Woods filed the operative First Amended Complaint on August 22, 2022 seeking civil penalties pursuant to PAGA based upon alleged violations of Labor Code §§ 223, 226, 233, 245, 246, 246.5, 247, 247.5, 248.1, 248.2, 248.5, 248.6, and 558.1 (the “Lawsuit”).

14. WHEREAS, Defendant denies all of the allegations in the Lawsuit, and specifically the PAGA Representative Claims, and denies that it or any Released Parties committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

15. WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff’s PAGA Representative Claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the PAGA Representative Claims against Defendant. The Parties further acknowledge that this Agreement is a compromise of

1 disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant
2 of liability.

3 16. WHEREAS, the Parties believe and agree that this Agreement provides for a fair,
4 adequate, and reasonable resolution of the PAGA Representative Claims, and have arrived at the
5 Settlement after extensive, arms-length negotiations, taking into account all relevant factors,
6 including the strengths and weaknesses of Plaintiff's claims, Defendant's defenses, and the risk that
7 the Court would significantly reduce any penalties that could be awarded under Labor Code section
8 2699(e)(2).

9 17. WHEREAS, California Labor Code section 2699(l) (2) requires Court approval of
10 "any settlement of any civil action filed" pursuant to PAGA.

11 18. WHEREAS, Plaintiff and Plaintiff's Counsel represent that they are not aware of
12 and have no knowledge of any liens filed or placed on this Action by any person.

13 19. THEREFORE, in consideration of the promises and agreements contained herein,
14 the Parties agree, and covenant as follows:

15 **SETTLEMENT CONSIDERATION**

16 20. Non-Admission of Liability, Wrongdoing, or Standing. This Agreement shall not
17 in any way be construed as an admission by Defendant and/or any of the Released Parties that it
18 or they acted wrongfully with respect to Plaintiff or any other allegedly aggrieved employees.
19 Defendant specifically disclaims any liability to, or wrongful acts against Plaintiff, on the part of
20 itself, and/or any respective parents, subsidiaries, affiliates, predecessors, successors, officers,
21 directors, employees, or agents. Defendant denies that there is any factual evidence or legal basis
22 to support any claims or Labor Code violations that Plaintiff alleges on behalf of alleged
23 aggrieved employees, or by Plaintiff on her own behalf.

24 21. Gross Settlement Amount. In consideration for the covenants, promises, waivers,
25 and releases contained in this Agreement, and subject to Court approval, Defendant shall pay the
26 sum of One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00) ("Gross
27 Settlement Amount") in full and final settlement of the PAGA Representative Claims and the
28 Lawsuit.

Subject to Court approval, Defendant will not oppose Plaintiff's Counsel's request for fees not to exceed Thirty-Three Percent (33%) of the Gross Settlement Amount, and for costs not to exceed \$5,000 (to be paid out of the Gross Settlement Amount). Subject to Court approval, up to \$10,000 from the Gross Settlement Amount will be paid to Plaintiff Talisha Woods as a service payment and in consideration of a general release of all her individual claims against the Released Parties (defined below) and any related Insight Global entity. Subject to Court approval, up to \$20,000 (to be paid out of the Gross Settlement Amount) shall be allocated to the payment of the third-party Settlement Administrator. The remaining amount shall be referred to as the Net Settlement Amount, and shall be allocated for payment of PAGA civil penalties as follows: (i) 75% of the Net Settlement Amount shall be distributed to the LWDA; and (ii) 25% of the Net Settlement Amount shall be distributed to the PAGA Settlement Members, as set forth in Labor Code section 2699(i).

If the awarded Plaintiff's attorneys' fees and costs, service payment, and/or settlement administration costs approved by the court are less than any of the amounts set forth above, the unawarded amounts shall be added to the Net Settlement Amount.

22. PAGA Settlement Members. The scope of the PAGA Settlement Members shall be limited to Defendant's California employees who have Eligible Pay Period(s) during the PAGA Release Period.

23. Release by PAGA Settlement Members. Effective as of the date that Defendant fully funds the Gross Settlement Amount, for and in consideration of the mutual promises and consideration set forth in this Agreement, Plaintiff and the PAGA Settlement Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and its parents, subsidiaries, affiliates, investors, predecessors, successors, and associated organizations, past and present, and each of their trustees, directors, officers, agents, alleged joint employers or client employers, attorneys, employees (including Steven Kassity), contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them (collectively, the "Released Parties") from claims

1 under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated
 2 in the Complaint or the PAGA Notice Letter, including, but not limited to, claims under PAGA
 3 arising under Labor Code Sections 223, 226, 226.3, 233, 245, 246, 246.5, 247, 247.5, 248, 248.1,
 4 248.2, 248.5, 248.6, 558.1, and 2699, and any civil penalties based on alleged violations of these
 5 sections (collectively, the “PAGA Released Claims”).

6 24. Plaintiff’s Release and Obligations. In exchange for the service payment
 7 referenced above, and in addition to Plaintiff’s release of the PAGA Released Claims, Plaintiff on
 8 behalf of herself and her spouse(s), domestic partners, marital community, children, estates,
 9 trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators,
 10 trustees, conservators, guardians, assigns, and representatives (collectively, “Releasers”), hereby
 11 irrevocably and unconditionally remises, releases, and forever discharges Defendant and the
 12 Released Parties from any and all claims, wages, demands, rights, liens, agreements, contracts,
 13 covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys’ fees,
 14 damages, judgments, orders, liabilities, demands, charges, complaints, and promises of any nature
 15 whatsoever, in law or equity, known or unknown, suspected or unsuspected, and whether or not
 16 concealed or hidden, which Plaintiff may have, or have ever had, against the Released Parties, or
 17 any of them, arising out of, or in any way related to Plaintiff’s hire, benefits, employment,
 18 termination, or separation from employment with the Company by reason of any actual or alleged
 19 act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of
 20 time up to and including the date Plaintiff signs this Agreement including, without limiting the
 21 generality of the foregoing: (a) any and all claims under Title VII of the Civil Rights Act of 1964,
 22 as amended (“Title VII”), the Americans with Disabilities Act (“ADA”), the Employee
 23 Retirement Income Security Act, as amended (“ERISA”) (regarding unvested benefits), the
 24 Family and Medical Leave Act (“FMLA”) (regarding existing but not prospective claims), the
 25 Fair Labor Standards Act (“FLSA”), the Equal Pay Act, the Civil Rights Act of 1991, Section
 26 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (“FCRA”), the Worker Adjustment and
 27 Retraining Notification Act (“WARN Act”), the National Labor Relations act (“NLRA”), the
 28 Uniform Services Employment and Reemployment Rights Act (“USERRA”), the Genetic

Information Nondiscrimination Act (“GINA”), the Immigration Reform and Control Act (“IRCA”), the Fair Employment and Housing Act (“FEHA”), the California Constitution, the California Family Rights Act (“CFRA”), the California Labor Code (including PAGA) and applicable Wage Order(s), the Unfair Competition Law, all as amended by their respective implementing regulations, and any other federal, state or local law, (statutory, regulatory, or otherwise) that may be legally waived and released; however the identification of specific statutes or law shall not limit the scope of this general release in any manner; and (b) any and all claims for backpay, regular pay, minimum wages, premium pay, overtime pay, other wages, expenses, penalties, failure to provide meal and/or rest periods, failure to reimburse business expenses, compensatory damages, special damages, interest, restitution, tort claims, contract claims, equitable claims, hostile work environment claims, workplace harassment claims, wrongful termination claims, discrimination claims, public policy claims, retaliation claims, failure to provide reasonable accommodation claims, failure to engage in the interactive process claims, failure to prevent discrimination claims, failure to prevent retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and/or attorneys’ fees and costs (collectively, “Plaintiff’s Released Claims”).

Plaintiff further agrees and expressly waives and relinquishes to the fullest extent permitted by law, the rights and benefits of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions set forth herein, and for the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that this Agreement is intended to include and does include its effect without limitation all claims which Plaintiff does not know or suspect to

1 exist in her favor against Defendant and/or the Released Parties, and that this Agreement
2 contemplates extinguishment of any such claim or claims.

3 Additionally, Plaintiff agrees that she will not be or become a member of any other legal
4 actions brought by Plaintiff or on her behalf against the Released Parties asserting any such
5 released claims, will not be eligible for or accept any recovery in any such actions, and will opt
6 out of any such actions if necessary. Nothing in this Agreement prevents Plaintiff from
7 communicating with, filing a charge or complaint with, or participating in an investigation or
8 proceeding brought by the EEOC or similar federal or state agency. By signing this Settlement
9 Agreement, however, Plaintiff agrees that she is waiving her right to receive individual relief
10 (including backpay, front pay, penalties, or other legal or equitable relief) in any charge,
11 complaint, lawsuit, or other proceeding brought by Plaintiff or on Plaintiff's behalf.

12 25. PAGA Settlement Administrator and Distribution Method. The Parties agree that
13 Simpluris shall serve as the PAGA Settlement Administrator to process and distribute the Gross
14 Settlement Amount in accordance with this Agreement.

15 The Parties agree that the Settlement Administrator shall establish a Qualified Settlement
16 Fund ("QSF") that is intended to be pursuant to Section 468B of the Code and Treas.
17 Reg. § 1.468B-1, 26 CFR § 1.468B-1 et seq., and will be administered by the Settlement
18 Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and
19 administer a settlement account in such a manner as to qualify and maintain the qualification of
20 the QSF as a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg.
21 § 1.468B-1; (2) satisfy all federal, state and local income and other tax reporting, return, and filing
22 requirements with respect to the QSF (if any is required); and (3) satisfy out of the QSF all fees,
23 expenses, and costs incurred in connection with the opening and administration of the QSF and
24 the performance of its duties and functions as described in this Agreement. The aforementioned
25 fees, costs, and expenses shall be treated as and included in the costs of administering the QSF by
26 the Settlement Administration.

27 a. In addition to and subject to Court approval, the timelines and methods related to
28 the administration of this Agreement shall be as follows: The Net Settlement

1 Amount shall be available for distribution to the PAGA Settlement Members and
2 the LWDA consistent with Labor Code section 2699(i) and shall be allocated as
3 follows: 75% to the LWDA ("LWDA Payment") and 25% to the PAGA
4 Settlement Members ("PAGA Settlement Members Payment"). Each PAGA
5 Settlement Member will receive a pro rata share of the PAGA Settlement
6 Members Payment based on their Eligible Pay Periods relative to the total Eligible
7 Pay Periods of all PAGA Settlement Members ("Individual PAGA Settlement
8 Member Payment"). Defendant will calculate and send to the PAGA Settlement
9 Administrator each PAGA Settlement Member's pro rata share of the PAGA
10 Settlement Members Payment.

11 b. Within twenty (20) business days of Plaintiff sending Defendant notice of the
12 Effective Date, Defendant will send to the Settlement Administrator a list of all
13 PAGA Settlement Members containing each individual's: (1) full name; (2) last
14 known address; (3) social security number; and (4) number of Eligible Pay Periods
15 (the "PAGA Data"). This information shall be treated as and remain confidential
16 by the Settlement Administrator and shall be used solely to manage the notice and
17 payment process described herein, shall not be disclosed to Plaintiff's Counsel or
18 to anyone other than the necessary staff of the Settlement Administrator, except as
19 needed to effectuate the Settlement, including to resolve any dispute over the
20 amount of a PAGA Settlement Member's pro rata share of the PAGA Settlement
21 Members Payment.

22 c. By the Funding Date, Defendant shall wire the Gross Settlement Amount using the
23 wiring instructions provided by the PAGA Settlement Administrator (the "Funding
24 Date").

25 d. Within fifteen (15) business days of the Funding Date, the PAGA Settlement
26 Administrator shall distribute the amounts for the Plaintiff's service payment and
27 attorneys' fees and costs to Plaintiff's counsel, and the Net Settlement Amount to
28 the LWDA and PAGA Settlement Members.

1 e. Because the Individual PAGA Settlement Member Payments are in compromise
2 and settlement of claims for civil penalties, the entirety of these payments will be
3 treated as non-wage income that is not subject to any withholdings or deductions.
4 The service payment to Plaintiff is not wages, will not be subject to deductions or
5 withholdings, and will be reported as 1099 income. The PAGA Settlement
6 Administrator shall be responsible, to the extent necessary based on the amount of
7 a payment, for all tax reporting and documentation related to the PAGA Settlement
8 Member Payments, as well as all other payments made under the Agreement.
9 Plaintiff and Plaintiff's Counsel each agree to hold Defendant and the Released
10 Parties harmless from and against any damage or penalty incurred by Plaintiff
11 and/or Plaintiff's Counsel as a result of any taxing authority assessing any tax or
12 penalty upon Defendant as a consequence of any tax being due and unpaid on each
13 of their portions of the Settlement.

14 f. Because this is a PAGA settlement and not a class action settlement, and because
15 there is no claims procedure and no ability to "opt out", there will be no prior
16 notice to the PAGA Settlement Members advising them of the Settlement or any
17 procedure by which the PAGA Members must submit claims in order to receive a
18 settlement payment. No later than fifteen (15) business days after the Funding
19 Date, the Settlement Administrator will mail a notice ("PAGA Notice") approved
20 by the Court (in substantially the form attached as Exhibit A) along with the
21 Individual PAGA Settlement Member Payment to the individuals in the PAGA
22 Data. For any mailings returned as undeliverable or notifying the PAGA
23 Settlement Administrator that the PAGA Settlement Member is no longer at the
24 address, the PAGA Settlement Administrator shall perform a skip-trace on that
25 individual using the National Change of Address database and other source(s) as
26 necessary and will have fourteen (14) calendar days to re-mail the Notice and
27 payment to the new address found in the skip-trace.
28

g. PAGA Settlement Members shall have one hundred eighty (180) calendar days to cash their Individual PAGA Settlement Member Payment checks under this Agreement. Any checks not negotiated within the one hundred eighty (180) days will be voided and will not be reissued. Any funds from voided checks to PAGA Settlement Members will be sent by the Settlement Administrator to the State of California Unclaimed Property Fund through the State Controller's Office in the name of the PAGA Settlement Member within thirty (30) calendar days after the check-cashing deadline prescribed herein.

7. Impact of Non-Approval by the Court. Should the Court deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount, other than provided under Paragraph 9. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement. If the Court ultimately denies approval of the Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

26. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction solely with respect to the interpretation, implementation, and enforcement of the terms of this Settlement, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. In the event either party is reasonably required to seek to enforce any of the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

27. Dismissal/Judgment in this Action. Plaintiff's Counsel shall prepare, file, and serve a motion for approval of this Agreement pursuant to California Labor Code § 2699(l)(2),

1 advocating that the terms of the Settlement are fair, adequate, and reasonable, and Defendant shall
2 not oppose such a motion provided that it is consistent with the terms of this Agreement.
3 Plaintiff's Counsel shall send a draft of the motion to Defendant's counsel allowing five calendar
4 days for review and comment which shall be reasonably considered by Plaintiff's Counsel.
5 Counsel for the Parties will jointly prepare and submit a proposed Approval Order granting the
6 motion, which will include a Judgment consistent with the terms of this Agreement and
7 Settlement. The proposed Approval Order and Judgment will include a dismissal of the Lawsuit
8 and Plaintiff's representative PAGA claims with prejudice. Plaintiff will concurrently submit the
9 proposed settlement to the LWDA as required by Labor Code Section 2699 (1)(2). The Parties
10 agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and
11 the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii)
12 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
13 are permitted by this Agreement or by law.

14 28. Confidentiality. Plaintiff agrees to maintain the terms and conditions of this
15 Agreement as confidential and agrees not to disclose the terms of this Agreement until the motion
16 for approval is filed with the Court and/or submitted to the LWDA, after which time Plaintiff
17 shall refer any questions or comments about the Settlement or this Agreement from PAGA
18 Settlement Members to Plaintiff's Counsel. The Parties agree that this paragraph is a material
19 inducement to entering into this Agreement. Nothing in this Agreement shall limit Plaintiff's
20 right to communicate with her spouse(s), legal counsel retained by Plaintiff, personal certified
21 accountant, financial adviser, or tax consultant, or as required or compelled by legal authority
22 before or after the motion for approval is filed with the Court.

23 Counsel for the Plaintiff shall not publicize the Settlement on their website or in
24 advertising/marketing materials, other than filing documents with the Court in connection with
25 seeking approval of the Agreement. After the Approval Order has been entered by the Court,
26 Plaintiff and Plaintiff's Counsel may: (1) as required by law, (2) as required under the terms of
27 the Agreement, or (3) as required under Plaintiff's Counsel's duties and responsibilities as
28 counsel for the PAGA Settlement Members, comment regarding the specific terms of the

1 Agreement. In all other cases, Plaintiff agrees to limit her statements regarding the terms of the
2 Agreement, whether oral, written, or electronic, to say the Lawsuit has been resolved and that
3 Plaintiff is satisfied with the terms of the Agreement. Nothing in this paragraph is intended to
4 interfere with Plaintiff's Counsel's duties and obligations to faithfully discharge their duties as
5 counsel for the PAGA Settlement Members, including but not limited to, communicating with
6 PAGA Settlement Members regarding the Agreement, and nothing shall prohibit Plaintiff's
7 Counsel from referring to the Settlement in adequacy of counsel declarations or related court
8 filings in this or other actions. If Class Counsel receive inquiries from the media regarding the
9 settlement, they may state only that the Action has been resolved on the terms set forth in the
10 Settlement that was publicly filed. Notwithstanding the foregoing, Class counsel may note the
11 fact of this Settlement, including as to amount and size of the Class, on their respective websites
12 and in filings with courts in support of their appointment as class counsel in other matters. 29.

13 No Admission of Wrongdoing. Except for the purposes of effectuating and enforcing the
14 terms of this Agreement which include barring claims that are released pursuant to this
15 Agreement, neither this Agreement nor any of its terms nor the settlement itself shall be: (a)
16 construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any
17 purpose adverse to Defendant and/or any of the Released Parties, including but not limited to,
18 evidence of any violation of the Labor Code, presumption, concession, indication, or admission
19 by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or
20 damage, or (b) disclosed, referred to, or offered in evidence against Defendant and/or any of the
21 Released Parties in any other civil, criminal, or administrative action or proceeding.

22 30. Arbitration. This Agreement shall not affect the validity of any arbitration
23 agreements and/or release agreements applicable to Plaintiff or to any PAGA Settlement Member.
24 Defendant reserves the ability and does not waive the right to enforce arbitration agreements in
25 any other action, or in this action as to any arbitrable claims of Plaintiff and/or PAGA Settlement
26 Members should settlement not be approved. Nothing in this Agreement shall prevent or prohibit
27 any PAGA Settlement Members, including Plaintiff, to assert any defenses or challenge to any
28 purported arbitration agreements and/or release agreements.

1 31. Knowing and Voluntary Agreement. Each Party has carefully read, and knows
2 and understands the full contents of this Agreement and is voluntarily entering into this
3 Agreement after having received independent legal advice from his or its attorneys with respect to
4 the advisability of making the settlement provided for herein and the advisability of executing this
5 Agreement.

6 32. Joint Drafting. Each of the Parties has participated in the drafting of all provisions
7 of this Agreement, has had an adequate opportunity to read, review, and consider the effect of the
8 language of this Agreement, and has agreed to its terms.

9 33. Severability. If any provision of this Agreement is held to be invalid by a court of
10 competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement,
11 and neither that provision nor its severance and deletion shall affect the validity of the remaining
12 provisions, except that if the Court severs a provision that either of the Parties reasonably
13 considers to be a material term of this Agreement, that Party shall have the option to send a
14 written notice to the other Party no later than fourteen (14) calendar days after the Court severs
15 the provision that it wishes to void the entire Agreement and to restore the Parties to their
16 litigation positions as of before this Agreement was reached. If the Parties are thereafter unable
17 to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and
18 void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
19 purpose whatsoever. Notwithstanding the foregoing, no portion of any release contained herein
20 may be deemed severed or deleted from this Agreement except upon agreement in writing by
21 Defendant.

22 34. Counterparts. This Agreement may be signed in counterparts. Fax, scan, and/or
23 electronic copies of signatures shall be deemed effective as originals.

24 35. Entire Agreement. This Agreement sets forth the entire agreement between the
25 Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether
26 written or oral, between the Parties concerning the subject matter of this Agreement. Any
27 modification to this Agreement must be in writing and signed by Plaintiff and Plaintiff's Counsel
28 and Defendant and Defendant's counsel.

36. Waive of right to appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

37. Cooperation. All Parties will cooperate in good faith and apply their best efforts to implement this Settlement, by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Joint Stipulation of Settlement of PAGA Representative Action as of the date set forth below.

Dated: March 7, 2023

KING & SIEGEL LLP

By Elliot Siegel
Julian Burns King
Elliot J. Siegel
Attorneys for Plaintiff TALISHA WOODS

Dated: March 8, 2023

MORGAN, LEWIS & BOCKIUS LLP

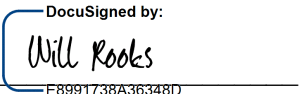
By John S. Battenfeld
John S. Battenfeld
Kathy H. Gao
Andrea L. Fellion
Attorneys for Defendant INSIGHT
GLOBAL, LLC

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Dated: 03 / 06 / 2023

By: Talisha Woods
PLAINTIFF, TALISHA WOODS

Dated: March 8, 2023

By: 
DEFENDANT INSIGHT GLOBAL, LLC