

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff KATELYNNE DUBEAU (“Plaintiff”) and Defendant SHOOTT, INC. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Dubeau v. Shoott, Inc.*, Case No. 22STCV08626 initiated on March 10, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” means a photographer employed by Defendant in California and who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Jaime B. Laurent and Rick Reyes of Littler Mendelson, P.C., 2049 Century Park East, 5th Floor, Los Angeles, CA 90067.

- 1.9. “Effective Date” means the date by when both of the following have occurred:
- (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and
 - (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment, (b) the day after the last date by which a notice of appeal to the Court of Appeals of the Order and Judgment finally approving this Agreement may be timely filed and none is filed (i.e., within 60 days after the rendition of the judgment or the making of the order being appealed); (c) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or, (d) if an appeal is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.
- 1.10. “Gross Settlement Amount” means \$12,834.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.15. “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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Gregory P. Wong and Heather K. Cox of Barkhordarian Law Firm, P.C., 6047 Bristol Parkway, Second Floor Culver City, CA 90230, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from October 5, 2020 to the Effective Date.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s December 9, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Penalties” means the total amount of PAGA civil penalties of \$8,700.00 to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,175.00) and the 75% to LWDA (\$6,525.00) in settlement of PAGA claims.
- 1.23. “Plaintiff” means KATELYNNE DUBEAU, the named plaintiff in the Action.
- 1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. Defendant means named Defendant SHOOTT, INC.

2. RECITALS.

2.1. On March 10, 2022, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action against Defendant for violation of the California Private Attorneys General Act, Lab. Code § 2698, *et seq.* The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. Since mid-2022, the Parties engaged in substantive and extensive settlement discussions and negotiations, including the informal exchange of documents and information, leading up to the execution of this Agreement.

2.4. The Parties, PAGA 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 this settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$12,834.00] and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
2 deduct the following payments from the Gross Settlement Amount, in the amounts
3 specified by the Court in the Final Approval:

4 3.2.1. To PAGA Counsel: PAGA Counsel Litigation Expenses Payment of not
5 more than \$884.00. Defendant will not oppose requests for Court approval of
6 these payments provided that they do not exceed these amounts. Plaintiff
7 and/or PAGA Counsel will file an application or motion for PAGA Counsel
8 Fees Payment and PAGA Litigation Expenses Payment. If the Court approves
9 a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
10 Payment less than the amounts requested, the Administrator will allocate the
11 remainder to the Net Settlement Amount. Released Parties shall have no
12 liability to PAGA Counsel or any other Plaintiff's Counsel arising from any
13 claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel
14 Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
15 Fees Payment and PAGA Counsel Expenses Payment using one or more IRS
16 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes
17 owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
18 Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
19 from any dispute or controversy regarding any division or sharing of any of
20 these Payments.

21 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
22 \$3,250.00 except for a showing of good cause and as approved by the Court.
23 To the extent the Administration Expenses are less or the Court approves
24 payment less than \$3,250.00, the Administrator will retain the remainder in
25 the Net Settlement Amount.

26 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
27 \$8,700.00 to be paid from the Gross Settlement Amount, with 75%
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(\$6,525.00) allocated to the LWDA PAGA Payment and 25% (\$2,175.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,175.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. 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. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 174 Aggrieved Employees who worked a total of approximately 1,005 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible.
- Without any extension of the deadline by which Defendant must send the Aggrieved

Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 10 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose 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 Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("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 PAGA 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.

1 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil
4 Code, which reads:

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

8 5.2. Release by Aggrieved Employees:

9 All Aggrieved Employees are deemed to release, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, the Released Parties from all claims for PAGA penalties that
12 were alleged, or reasonably could have been alleged, based on the PAGA Period facts
13 stated in the Operative Complaint, and]the PAGA Notice.

14 5.3. Release by PAGA Counsel:

15 PAGA Counsel release on behalf of their present and former attorneys, employees,
16 agents, successors and assigns the Released Parties from all claims for PAGA Fees
17 incurred in connection with the Operative Complaint and the PAGA Period facts
18 stated in the Operative Complaint and the PAGA Notice.

19 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties
20 agree to jointly prepare and file an application or motion for approval of this Settlement.

21 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
22 documents necessary for obtaining approval of this Settlement under Labor Code
23 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of
24 PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its
25 timely transmission to the LWDA of all necessary PAGA documents (initial notice of
26 violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code
27 section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
28 (iii) a redlined version of the parties' Agreement showing all modifications made to

the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver 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. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 20 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone, or videoconference, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person, by telephone, or videoconference, and in good faith, 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. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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. 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 174 Aggrieved Employees who worked 1,005 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. Pursuant to Code of Civil Procedure section 664.6, the Parties hereby request and 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.

9.1. Waiver 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.

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant'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).
- 10.2. 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 representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

- 1 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts, in good faith, to implement the Settlement by, among other things,
3 modifying the Settlement Agreement, submitting supplemental evidence and
4 supplementing points and authorities as requested by the Court. In the event the
5 Parties are unable to agree upon the form or content of any document necessary to
6 implement the Settlement, or on any modification of the Agreement that may become
7 necessary to implement the Settlement, the Parties will seek the assistance of a
8 mediator and/or the Court for resolution.
- 9 10.5. No Prior Assignments. The Parties separately represent and warrant that they have
10 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
11 transfer, or encumber to any person or entity and portion of any liability, claim,
12 demand, action, cause of action, or right released and discharged by the Party in this
13 Settlement.
- 14 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
15 are providing any advice regarding taxes or taxability, nor shall anything in this
16 Settlement be relied upon as such within the meaning of United States Treasury
17 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.
- 18 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed by all
20 Parties or their representatives, and approved by the Court.
- 21 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure
22 to the benefit of, the successors of each of the Parties.
- 23 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
24 governed by and interpreted according to the internal laws of the State of California,
25 without regard to conflict of law principles.
- 26 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
27 of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the Party was the drafter or participated in the drafting.

1 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of
3 information shall survive the execution of this Agreement.

4 10.12. Use and Return of Aggrieved Employee Data. Information and documents provided
5 to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries
6 of the PAGA Data provided to PAGA Counsel by Defendant in connection with
7 settlement negotiations, or in connection with the Settlement, may be used only with
8 respect to this Settlement, and no other purpose, and may not be used in any way that
9 violates any existing contractual agreement, statute, or rule of court. Not later than 90
10 days after the Administrator discharges its obligation to pay out of all Settlement
11 funds, Plaintiff shall destroy all information and documents received from Defendant
12 (including, but not limited to, paper and electronic versions of Aggrieved Employee
13 Data) unless, prior to the Administrator's payment of all Settlement Funds, Defendant
14 makes a written request to PAGA Counsel for the return, rather than the destruction,
15 of such information and documents, including Aggrieved Employee Data.

16 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
17 inserted for convenience of reference only and does not constitute a part of this
18 Agreement.

19 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
20 shall be to calendar days. In the event any date or deadline set forth in this
21 Agreement falls on a weekend or federal or state legal holiday, such date or deadline
22 shall be on the first business day thereafter.

23 10.15. Notice. All notices, demands or other communications between the Parties in
24 connection with this Agreement will be in writing and deemed to have been duly
25 given as of the third business day after mailing by United States mail, or the day sent
26 by email or messenger, addressed as follows:

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To Plaintiff: Gregory P. Wong
greg@barklawfirm.com
Heather K. Cox
Heather@barklawfirm.com
BARKHORDARIAN LAW FIRM, PLC
6047 Bristol Parkway, Second Floor
Culver City, CA 90230
Telephone: (323) 450-2777

To Defendant: Jennifer Tsay
jennifer@shoott.com
Shoott, Inc.
154 Grand Street
New York, NY 10013

To Defendant's Counsel: Jaime B. Laurent
JLaurent@littler.com
Rick Reyes
RiReyes@littler.com
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Telephone: (310) 772-7225

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign, Adobe Sign, etc.), 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.

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1 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The
3 Parties further agree that upon the signing of this Agreement that pursuant to Code of
4 Civil Procedure section 583.330 to extend the date to bring a case to trial under Code
5 of Civil Procedure section 583.310 for the entire period of this settlement process.
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8 **KATELYNNE DUBEAU**

9 Dated: _____

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11 **SHOOTT, INC.**

12 Dated: 9/1/2023

By: 

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14 Title: Chairman of the Board of Directors
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