

AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
ALEXANDER G.L. DAVIES, State Bar No. 328125
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
adavies@aegislawfirm.com

Attorneys for Raelyn Keys, individually,
and on behalf of all others similarly situated.

DAVIS WRIGHT TREMAINE LLP
EVELYN F. WANG (State Bar No. 273622)
STEPHEN FRANZ (State Bar No. 293958)
865 South Figueroa Street, 24th Floor
Los Angeles, California 90017-2566
Telephone: (213) 633-6800
Fax: (213) 633-6899
evelynwang@dwt.com
stephenfranz@dwt.com

Attorneys for Defendant TEA INNOVATIONS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

RAELYN KEYS, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

TEA INNOVATIONS, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 34-2021-00313353-CU-OE-GDS

Assigned For All Purposes To:
Hon. Lauri A. Damrell
Dept.: 28

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

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of these Actions shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Class
5 and Representative PAGA Action Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Raelyn Keys (“Named Plaintiff”)
7 and the Class Members, on the one hand, and Defendant Tea Innovations, LLC (“Tea Innovations”
8 or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively are referred to in this
9 Agreement as “the Parties.”

10 The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Five-Hundred Sixty Thousand
12 Dollars (\$560,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”) pursuant
13 to the terms and conditions of this Agreement and for the consideration set forth herein, including
14 but not limited to, a release of all claims by Named Plaintiff and the Class Members as set forth
15 herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” or “Class Action” means the action described as follows: *Raelyn Keys v.*
21 *Tea Innovations, LLC; Alleivity HR, Inc.*; and DOES 1 through 20, inclusive,” Case No. 34-2021-
22 00313353-CU-OE-GDS, commenced on December 29, 2021, in the Superior Court of the State of
23 California for the County of Sacramento.

24 b. “Agreement” means this Joint Stipulation of Class and Representative PAGA Action
25 Settlement, including the attached Exhibit(s).

26 c. “Class” means all current and former non-exempt, hourly-paid employees who are or
27 were employed by Defendant in California at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Alexander G.L. Davies
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment the number of Qualifying Workweeks worked during the Class Period, and the number of Qualifying PAGA Workweeks worked during the PAGA Period.

f. “Class Member(s)” means *any* current or former non-exempt employee(s) who are or were employed by Defendant during the Class Period.

g. “Class Period” means December 29, 2017 through January 15, 2023.

h. “Court” means the California Superior Court for the County of Sacramento, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed and final judgment is entered if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order and judgment, sixty-five (65) days after the Final Order is signed and final judgment is entered; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, twenty (20) days after the appeal is dismissed or after an appellate decision affirming the Final Order and judgment becomes final and non-appealable.

j. “Defendant” means Defendant Tea Innovations, LLC.

k. “Defense Counsel” means counsel for Defendant:

DAVIS WRIGHT TREMAINE LLP
Evelyn F. Wang
Stephen Franz
865 South Figueroa Street, 24th Floor
Los Angeles, California 90017-2566

Telephone: (213) 633-6800
Fax: (213) 633-6899
evelynwang@dwt.com
stephenfranz@dwt.com

1. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class and Representative PAGA Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” or “GSA,” means Five-Hundred Sixty Thousand Dollars (\$560,000.00) to be paid by Defendant as provided by this Agreement to settle the Action. All payments to the Class, administration costs, attorney's’ fees and costs, LWDA Payment, and Incentive Award, pursuant to Sections 3.06(a) and 3.06(e) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this Settlement (“Employer Taxes”) shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Award” means a monetary amount of up to Seven-Thousand Five Hundred (\$7,500.00) for Plaintiff Raelyn Keys, subject to Court approval, in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

r. “LWDA Payment” means 75% of the PAGA Settlement Amount which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

1 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in the Action.

5 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Named Plaintiff" means Raelyn Keys.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 Settlement Administration Costs, Class Counsels' attorneys' fees and costs, Incentive Award, and
11 PAGA Settlement Amount, pursuant to Section 3.06(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means the Notice of Proposed Class and Representative PAGA
16 Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**,
17 subject to Court approval.

18 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
19 codified in California Labor Code §§ 2698 *et seq.*

20 z. "PAGA Group Members" means all Class Members employed by Defendant at any
21 time during the PAGA Period.

22 aa. "PAGA Period" means December 29, 2020 through January 15, 2023.

23 bb. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000.00), subject to Court
26 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
27 remaining 25% will be distributed to PAGA Group Members on a pro rata basis based on Qualifying
28

1 PAGA Workweeks. PAGA Group Members will not be provided with the opportunity to opt out of
2 the Settlement and will be bound by the Released PAGA Claims.

3 cc. "Participating Class Member(s)" is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 dd. "Preliminary Approval Date" means the date the Court signs the order preliminarily
8 approving the Settlement embodied in this Agreement.

9 ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ff. "Qualifying Workweeks" means the number of weeks that a Class Member worked
13 for Defendant as a non-exempt employee during the Class Period.

14 gg. "Qualifying PAGA Workweeks" means the number of weeks that a Class Member
15 worked for Defendant as a non-exempt employee during the PAGA Period.

16 hh. "Released Parties" means Defendant Tea Innovations, LLC, and all affiliated
17 predecessor and successor entities, and each such entity's respective present and former subsidiaries,
18 affiliates, parents, agents, employees, members, investors, partners, owners, directors, officers,
19 attorneys, trustees, insurers, representatives, predecessors, successors and assigns.

20 ii. "Response Deadline" means the deadline by which Class Members must postmark or
21 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
22 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
23 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal
24 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
25 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
26 mailing.

27 jj. "Settlement Administration Costs" means all costs incurred by the Settlement
28 Administrator in administration of the Settlement, including, but not limited to, all costs and fees

1 associated with preparing, issuing and mailing any and all notices to Class Members and/or
2 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
3 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
4 returns and any other filings required by any governmental taxing authority or agency, all costs and
5 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
6 course of administering disbursements from the Net Settlement Amount, and any other costs and
7 fees incurred and/or charged by the Settlement Administrator in connection with the execution of its
8 duties under this Agreement. The Settlement Administration Costs shall be paid from the Gross
9 Settlement Amount.

10 kk. "Settlement Administrator" means CPT Group, which the Parties have agreed will be
11 responsible for the administration of the Individual Settlement Payments to be made by Defendant
12 from the Gross Settlement Amount and related matters under this Agreement.

13 **ARTICLE II**

14 **CONTINGENT NATURE OF THE AGREEMENT**

15 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

16 Because the Parties are settling claims under Labor Code section 2699 *et. eq.* and have
17 stipulated to the certification of the Class with respect to all causes of action alleged in the Class
18 Action for settlement purposes only, this Agreement requires approval by the Court in accordance
19 with Labor Code section 2699(l) and California Rule of Court 3.769. Accordingly, the Parties enter
20 into this Agreement on a conditional basis. This Agreement is contingent upon the approval and
21 certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing
22 to stipulate for the purposes of this Agreement to a Class and agreed to resolution of Plaintiff's claim
23 for PAGA penalties shall have no bearing on, nor be admissible in connection with, the issue of
24 certification of the Class with respect to all causes of action alleged in the Class Action. Defendant
25 does not consent to certification of the Class for any purpose other than to effectuate settlement of
26 the Action. If the Date of Finality does not occur, or if Disposition of the Action is not effectuated,
27 any certification of the Class as to Defendant and any approval or award of PAGA penalties will be
28 vacated, and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect

1 to the Action as if the Agreement had not been entered into. In the event that the Date of Finality
2 does not occur: (a) any Court orders preliminarily or finally approving certification of any class
3 contemplated by this Agreement and/or awarding PAGA penalties shall be null, void, and vacated,
4 and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement
5 reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under
6 this Agreement, or that the Court preliminarily approved the certification of the Class and/or
7 approved an award of PAGA penalties, shall not be used or cited thereafter by any person or entity,
8 including in any manner whatsoever, including without limitation any contested proceeding relating
9 to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed
10 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
11 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
12 certification in the Class Action for any purpose, if the Date of Finality does not occur.

13 The Parties and their respective counsel shall take all steps that may be requested by the Court
14 relating to the approval and implementation of this Agreement and shall otherwise use their
15 respective best efforts to obtain Court approval and implement this Agreement. Plaintiff shall be
16 responsible for submitting the settlement to the LWDA at the same time of filing the Motion for
17 Preliminary Approval. If the Court does not grant the Motion for Preliminary Approval and/or the
18 Motion for Final Approval and/or if the LWDA objects to the PAGA Settlement Amount, the Parties
19 agree to meet and confer to address the Court's and/or LWDA's concerns. If the Parties are unable
20 to agree upon a resolution, the Parties agree to seek the assistance of mediator Gig Kyriacou, Esq. to
21 resolve the dispute.

22 **ARTICLE III**

23 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

24 The procedure for obtaining Court approval of and implementing this Agreement shall be as
25 follows:

26 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

27 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
28 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.

1 Class Counsel will be responsible for drafting all documents necessary to obtain preliminary
2 approval, subject to timely and reasonable approval by Defendant. Class Counsel shall provide a
3 draft of the preliminary approval motion to Defendant's Counsel at least five (5) court days prior to
4 filing, for purposes of receiving any feedback or comments. Provided the noticed motion is consistent
5 with the terms of this Agreement, the motion will be unopposed and Plaintiff shall state that in her
6 motion.

7 **Section 3.02: The Settlement Administrator**

8 The Parties have chosen CPT Group to administer this Settlement and to act as the Settlement
9 Administrator, including but not limited to distributing and responding to inquiries about the Notice
10 Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and
11 the Individual Settlement Payments, issuing the Individual Settlement Payment checks and
12 distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing
13 the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to Named
14 Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
15 Administrator shall expressly agree to all of the terms and conditions of this Agreement. The
16 Settlement Administration Costs shall be paid to the Settlement Administrator from the Gross
17 Settlement Amount.

18 **Section 3.03: Notice to Class Members**

19 No later than fifteen (15) business days after the Preliminary Approval Date, Defendant will
20 provide the Settlement Administrator with the Class List.

21 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
22 Administrator will send Class Members, by first-class mail, at their last known address, the Court-
23 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
24 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
25 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
26 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
27 Settlement Administrator will check all Class Member addresses against the National Change of
28 Address database and shall update any addresses before mailing. The Settlement Administrator will

1 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
2 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
3 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
4 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
5 Members shall not be required to submit claim forms in order to receive a proportional share of the
6 Net Settlement Amount.

7 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
8 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
9 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
11 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
12 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
13 that reasonable means be used to locate Class Members and that the Settlement Administrator be
14 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
15 Individual Settlement Payments to all Participating Class Members.

16 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
17 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
18 status report provided to the Parties.

19 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
20 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
21 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
22 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
23 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
24 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
25 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
26 procedures set forth in Section 3.06(f) below.

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
28 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration

1 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
2 for and re-sending of any returned Notice Packets, objections that the Settlement Administrator
3 received, and the identity of those individuals who submitted valid requests for exclusion from the
4 Settlement.

5 **Section 3.04: Responses to Notice**

6 **a. Class Member Disputes**

7 If any Class Member disagrees with Defendant's records as to his or her Qualifying
8 Workweeks during the Class Period and/or Qualifying PAGA Workweeks during the PAGA Period
9 as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying
10 Workweeks and/or Qualifying PAGA Workweeks he/she claims to have worked during the Class
11 Period and/or PAGA Period and submit such writing to the Settlement Administrator by the Response
12 Deadline, along with any supporting documentation. The Notice will also provide a method for the
13 Class Member to challenge the employment data on which his or her Individual Settlement Payment
14 is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties
15 will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement
16 Administrator will be the final arbiter of the Qualifying Workweeks and/or Qualifying PAGA
17 Workweeks for each Class Member based on the information provided to it.

18 **b. Requests for Exclusion from Class**

19 In order for any Class Member to validly exclude himself or herself from the Class and this
20 Settlement (*i.e.*, to validly opt out), a written request for exclusion must (1) must contain the name,
21 address, and telephone number of the Class Member requesting exclusion; (2) must contain a
22 statement expressing that the Class Member elects to be excluded from the Settlement; (3) must be
23 signed by the Class Member or his or her authorized representative; and (4) must be sent to the
24 Settlement Administrator, postmarked no later than the Response Deadline (or fifteen (15) days after
25 the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The
26 Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class
27 and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The
28 date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was

1 postmarked, shall be conclusively determined according to the records of the Settlement
2 Administrator. Any Class Member who timely and validly requests exclusion from the Class and this
3 Settlement will be bound by the Released PAGA Claims and receive his/her share of PAGA
4 Settlement Amount if applicable, but will not be entitled to the remaining portion of the Individual
5 Settlement Payment which would have been paid to him/her, will not be bound by the Released
6 Claims, and will not have any right to object, appeal, or comment upon this Agreement. The
7 Settlement Administrator shall send any requests for exclusion it receives from Class Members to
8 Defense Counsel and Class Counsel within three (3) business days of receipt.

9 Any Class Member who fails to timely submit a request for exclusion shall automatically be
10 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
11 determined by the Court's Final Order Approving Settlement and final judgment, and by the other
12 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
13 and/or released in this Agreement will be extinguished.

14 **c. Objections to Settlement**

15 For any Class Member to object to this Agreement, or any term of it, the person making the
16 objection must not submit a request for exclusion (*i.e.*, must not opt out), and must send to the
17 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
18 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
19 a written notice of objection. The notice of objection must be signed by the Class Member or his or
20 her attorney and state: (1) the name, address, and telephone number of the Class Member; (2) the
21 dates of employment of the Class Member; (3) the basis for the objection; and (4) if the Class Member
22 intends to appear at the final approval hearing. The date of the initial mailing of the Notice Packet,
23 and the date the signed objection was postmarked, shall be conclusively determined according to the
24 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
25 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
26 Members may also appear at the final approval hearing to object if the Class Member has submitted
27 a written notice of objection as specified above. Class Members who fail to submit a written notice
28 of objection as specified above will be deemed to have waived all objections to the Settlement and

1 will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.
2 Either of the Parties may file a responsive document to any objection before the Final Fairness and
3 Approval Hearing. Any attorney who will represent an individual objecting to this Settlement who
4 has not filed a written objection must file a notice of appearance with the Court and serve Class
5 Counsel and counsel for Defendant no later than the Response Deadline. Class Counsel shall not
6 represent any Class Members with respect to any such objections.

7 The Court retains final authority with respect to the consideration and admissibility of any Class
8 Member objections.

9 **d. Encouragement of Class Members**

10 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
11 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
12 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
13 Class Members.

14 **e. Right of Parties to Adjust Gross Settlement Amount**

15 Defendant has estimated the number of Class Members as of June 30, 2022 as 715, with an
16 estimated number of workweeks of 31,000 as of October 13, 2022, the date of mediation. If the
17 number of Qualifying Workweeks for all Class Members exceeds 34,100 ("Threshold") by January
18 15, 2023, Defendant must agree to either (a) increase the GSA pro rata per additional workweek
19 beyond 34,100; or (b) cap the class period on the date that the 10% threshold is exceeded. Defendant
20 will have ten (10) calendar days from notification of this term being triggered to decide which option
21 it chooses.

22 **f. Right of Defendant to Withdraw Based on Opt-Outs**

23 If prior to the court's order granting Final Approval of the Settlement, more than five percent
24 (5%) of the Class Members have submitted proper and timely requests to opt-out in accordance with
25 the terms of this Agreement, Defendant, may at its election, rescind the Agreement and all actions
26 taken in furtherance will be thereby null and void. Defendant must exercise this right of rescission, in
27 writing to Class Counsel. If the option to rescission is exercised, then any Claims Administrator Costs
28 must be paid by Defendant.

1 **Section 3.05: Final Fairness and Approval Hearing**

2 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
3 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
4 and determine whether the Court should give it final approval, and (2) consider any objections made
5 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
6 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
7 Proposed Final Order Approving Settlement of Class and Representative PAGA Action. Class
8 Counsel will be responsible for drafting all documents necessary to obtain final approval. Class
9 Counsel shall provide a draft of the Final Approval motion to Defendant's Counsel at least five (5)
10 court days prior to filing, for purposes of receiving any feedback or comments.

11 **Section 3.06: Settlement Payment Procedures**

12 **a. Funding and Payment of the Settlement Amount**

13 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the
14 Gross Settlement Amount in the amount of Five Hundred Sixty Thousand Dollars (\$560,000.00),
15 subject to the potential pro rata increase under the condition set forth in Section 3.04(e). The Gross
16 Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all
17 administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the
18 Incentive Payment.

19 Within fifteen (15) calendar days after the Date of Finality, Defendant shall make an initial
20 payment to the Settlement Administrator of Two Hundred Eighty Thousand Dollars and No Cents
21 (\$280,000.00) and applicable Employer Taxes, as set forth herein, into a QSF established by the
22 Settlement Administrator either directly or by sending the funds to the Settlement Administer to be
23 deposited and distributed. Defendant shall make payment of the remaining Two Hundred Eighty
24 Thousand Dollars and No Cents (\$280,000.00) and applicable Employer Taxes no later than five (5)
25 months after the first payment. Once all the GSA funds are received, the Settlement Administrator
26 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
27 Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the LWDA Payment, and
28 the Settlement Administration Costs.

1 Within ten (10) court days after receiving Defendant's final payment, funding the Gross
2 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
3 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
4 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement
5 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
6 search based on the National Change of Address Database to update and correct for any known or
7 identifiable address changes.

8 **b. Payment of Attorneys' Fees and Costs**

9 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
10 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
11 Hundred Eighty-Six Thousand and Six Hundred Sixty-Six dollars and Sixty-Seven Cents
12 (\$186,666.67). Class Counsel shall also submit an application for an award of attorneys' costs not to
13 exceed Twenty Thousand Dollars (\$20,000.00). Such applications for attorneys' fees and costs shall
14 be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or
15 oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of
16 all documents submitted in support of their application for an award of attorneys' fees and costs.

17 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
18 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
19 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
20 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
21 the Date of Finality. To the extent that the Court approves less than the amount of attorneys' fees
22 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
23 will be reallocated to the Net Settlement Amount.

24 **c. Payment of Settlement Administration Costs**

25 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
26 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Ten
27 Thousand, Seven Hundred and Fifty Dollars (\$10,750.00).

28 ///

1 **d. Payment of Incentive Award to Named Plaintiff**

2 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
3 Seven Thousand Dollars (\$7,500.00), the request for which Defendant will not object to or oppose.
4 The Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute
5 payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the
6 Court approves less than the amount of incentive award that Class Counsel request, the difference
7 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

8 Because it is the intent of the Parties that the Incentive Award represent payment to Named
9 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
10 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
11 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
12 authorities as required by law. Plaintiff shall be solely and legally responsible to pay any and all
13 applicable taxes on her Incentive Award and shall hold harmless Defendant and Class Counsel from
14 any claim or liability for taxes, penalties, or interest arising as a result of the Incentive Award. The
15 Incentive Award shall be in addition to the Plaintiff's Individual Settlement Payment as a
16 Participating Class Member. Plaintiff also enters into a general release of her claims as set forth in
17 this Agreement.

18 **e. Payment to the Labor and Workforce Development Agency**

19 In consideration of claims for penalties made under PAGA, Class Counsel will request that
20 the Court approve allocation of Fifty Thousand Dollars (\$50,000.00) of the Gross Settlement Amount
21 to be attributed as the PAGA Settlement Amount. Seventy-five percent (75%) of this payment will
22 be allocated as the LWDA Payment, and twenty-five percent (25%) will be distributed to PAGA
23 Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will
24 be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated
25 to the PAGA Settlement Amount will not invalidate this Agreement.

26 **f. Payment of Individual Settlement Payments to Participating Class Members**

27 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
28 Payments. The Parties agree that the Net Settlement Amount shall be divided between all

1 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
2 each Class Member during the Class Period. To calculate the minimum amount each Class Member
3 will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be
4 divided by the total number of Qualifying Workweeks by all Class Members during the Class Period
5 and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole
6 integer. Each Class Member's approximate Individual Settlement Payment amount will be included
7 in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be
8 dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis
9 based on the individual Qualifying Workweeks worked during the Class Period by each Participating
10 Class Member.

11 PAGA Group Members will receive their share of the PAGA Settlement Amount regardless
12 of whether they Opt-out of the settlement and will be bound by the Released PAGA Claims. To
13 calculate each PAGA Group Member's share of the PAGA Settlement Amount, the 25% of the
14 PAGA Settlement Amount will be divided by the total number of Qualifying PAGA Workweeks by
15 all PAGA Group Members during the PAGA Period and then allocated on a pro rata basis.

16 Each Individual Settlement Payment will represent wages and penalties. Settlement Payments
17 for the Class Period will be allocated using the following formula: 15% allocated to wages; 85%
18 allocated to interest and penalties. Settlement Payments for the PAGA Period will be allocated as
19 100 percent penalties. The amounts paid as wages shall be subject to all tax withholdings customarily
20 made from an employee's wages and all other authorized and required withholdings and shall be
21 reported by W-2 forms. The employer-side taxes on the amounts allocated to wages will be paid
22 separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and
23 interest shall be subject to all authorized and required withholdings other than the tax withholdings
24 customarily made from employees' wages and shall be reported by IRS 1099 forms.

25 No later than ten (10) business days after receiving the full Gross Settlement Amount from
26 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
27 Settlement Payments to Participating Class Members and each PAGA Group Member's share of the
28 PAGA Settlement Amount. Individual Settlement Payments paid from the Net Settlement Amount

1 allocated to wages will be reduced by applicable employer and employee tax withholdings, and the
2 Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement
3 Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the
4 interest and penalty portions of the Individual Settlement Payments and PAGA Group Members'
5 share of the PAGA Settlement Amount. Participating Class Members and PAGA Group Members
6 shall have 180 days from the date their checks are dated to cash their Settlement checks. Any checks
7 that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed
8 funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member
9 for whom the funds are designated.

10 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 a mass search on LexisNexis or a comparable database based on set criteria and, if another address
13 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
14 Settlement Administrator is unable to obtain a valid mailing address through this process, the
15 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
16 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

17 **g. Default on Payment.**

18 Defendant's failure to fund either installment of the Gross Settlement Amount within ten (10)
19 calendar days after the respective installment is due shall be considered a default. In the event
20 Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
21 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
22 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
23 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
24 forth herein, Named Plaintiff may institute a legal action or other proceeding to enforce the provisions
25 of this Settlement. If Named Plaintiff is successful, Named Plaintiff will be entitled to recover any
26 remedies provided by the law and reasonable attorneys' fees and costs in connection with any
27 enforcement action.

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1 **h. No Credit Toward Benefit Plans.**

2 The Individual Settlement Payments made to Participating Class Members under this
3 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
4 calculate any additional benefits under any benefit plans to which any Class Members may be
5 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
6 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
7 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
8 Members may be entitled under any benefit plans.

9 **i. No Additional Contribution from Defendant**

10 Defendant's monetary obligation under this Agreement is limited to the Gross Settlement
11 Amount and any employer side payroll taxes owed on amounts characterized as wages under this
12 Agreement (with the express exception of any potential pro rata increase to the Gross Settlement
13 Amount, as described in Section 3.04I). All other costs and expenses arising out of or in connection
14 with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
15 expressly provided otherwise herein. However, in the event this agreement is deemed null and void
16 pursuant to Section 2.01, because the Court, in its independent determination, finds that the
17 Agreement does not meet the standards for settlement approval, then Defendant and Plaintiff shall
18 be equally responsible for the costs of the Claims Administrator incurred between the date the
19 Agreement was executed and the date of such event.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Class Action and that any wages or penalties are due or
25 should be awarded. This Agreement is entered into solely for the purpose of settling highly disputed
26 claims. Nothing in this Agreement is intended nor will be construed as an admission or concession
27 of liability, fault, or wrongdoing by Defendant or any of the Released Parties.

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1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order or judgment, or (d) the
16 Final Order or judgment is reversed, or declared or rendered void, I(e) the Court should for any
17 reason fail to dispose of the Action in their entirety, then (i) this Agreement shall be considered null
18 and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of
19 any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without
20 prejudice, as if the Agreement had been neither entered into nor filed with the Court; and (iv) the fact
21 that the Parties were willing to stipulate to class certification of all causes of action pled in the Action
22 as part of the Settlement will have no bearing on, and will not be admissible in connection with, the
23 issue of whether the Class should be certified by the Court in a non-settlement context in the Action
24 or any other action, and in any of those events, Defendant expressly reserves the right to oppose
25 certification of the Class.

26 In the event of a timely appeal from the Final Order and judgment, the Final Order and
27 judgment shall be stayed and the Gross Settlement Amount shall not be distributed pending the
28 completion of the appeal.

1 **Section 4.04: No Public Comment**

2 Except as set forth in this paragraph or with the consent of all Parties, the Parties and their
3 counsel agree that they will not, unless required by law, communicate or publicize the existence of
4 or set forth the terms of the settlement in a public manner, including without limitation by
5 communicating or publicizing the existence of or the terms of the settlement to members of the press,
6 or to publish such information on any website or social media forum (including through organizations
7 that publicize verdicts and settlements and on websites operated by or for counsel). Nothing herein
8 shall be interpreted as preventing any good-faith communications by any Counsel for the Parties
9 and/or any Parties with the Court, Class Members, or the Settlement Administrator for the purpose
10 of facilitating the settlement of the Action. Nothing herein shall prevent the Parties from filing
11 documents and communicating with the Court and other counsel in connection with the Action.
12 Nothing shall prevent Defendant from communicating with its employees, ownership, and lender
13 concerning the Settlement. Defendant promises not to encourage or solicit Class Members to opt-out
14 of the settlement. Notwithstanding the above, Class Counsel may list public information about the
15 Action in their declarations listing their qualifications to act as counsel in other cases.

16 **ARTICLE V**

17 **RELEASES**

18 **Section 5.01: Released Claims by Class Members**

19 As of the Date of Finality and upon funding of the GSA, each member of the Settlement Class
20 who does not timely opt out of the settlement will be held bound to a release in substantially the
21 following language: Fully release and discharge Defendant Tea Innovations, LLC, and all affiliated
22 predecessor and successor entities, and each such entity's respective present and former subsidiaries,
23 affiliates, parents, agents, employees, members, investors, partners, owners, directors, officers,
24 attorneys, trustees, insurers, representatives, predecessors, successors and assigns (collectively
25 referred to as the "Released Parties"), from any and all claims reasonably related to or arising out of
26 the factual allegations pled in the operative pleading in the Lawsuit, including all claims that have
27 been or could have been pled as wage and hour violations and related penalties and interest under
28 California law, including all claims made and that could have been made in such pleading reasonably

1 related to or arising out of the factual allegations therein during the Class Period (collectively the
2 “Released Claims”). The Released Claims include but are not limited to claims for any alleged or
3 actual failures to timely, fully, properly, or completely pay any minimum wages, regular wages,
4 overtime premium wages, meal or rest period premium wages, or other wages owed to the Settlement
5 Class; any and all alleged or actual failures to comply with meal or rest period requirements; any
6 alleged or actual failures to provide proper, accurate, timely, adequately descriptive, or complete
7 wage statements or pay stubs; any and all alleged or actual failures to fully or properly reimburse or
8 indemnify for any and all employment-related expenses; any and all alleged or actual failure to
9 provide reporting time pay or split shift premiums; any and all alleged or actual failures to pay all
10 wages, or compensation owed to a fired, quitting, or otherwise departing employee; any and all
11 alleged or actual unfair business practices; any and all alleged or actual failure to properly pay tips
12 and gratuities; any and all alleged or actual failures to keep accurate records; and any and all alleged
13 or actual failures to pay any interest or penalties owed as a result of any and all of the foregoing.
14 Plaintiff and Settlement Class Members will release Defendant and the Released Parties from all
15 remedies that could be claimed in connection with the Released Claims including but not limited to,
16 statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest,
17 attorneys’ fees, litigation costs, restitution, and equitable relief.

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1 **Section 5.02: Released Claims by PAGA Group Members**

2 13. As of the Date of Finality and upon funding of the GSA, Defendant shall be entitled
3 to a release from the PAGA Class Members of all claims for civil penalties pursuant to PAGA that
4 are reasonably related to or arising out of the factual allegations in the operative pleading in the
5 Lawsuit and/or Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period
6 (collectively, the "Released PAGA Claims"). The Plaintiff and Class Members will release
7 Defendant and the Released Parties from all remedies that could be claimed in connection with the
8 Released PAGA Claims including but not limited to, statutory, constitutional, contractual damages,
9 unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and
10 equitable relief.

11 **Section 5.03: Named Plaintiff's Release of Claims**

12 As of the Date of Finality, Named Plaintiff, waives, releases, acquits, and forever discharges
13 the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of
14 action, of any nature arising from Named Plaintiff's employment with Defendant, whether known or
15 unknown, which exist or may exist as of the Parties' execution of this Agreement, including, but not
16 limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims,
17 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal
18 injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
19 quantum meruit claims, and any and all claims arising under any federal, state or other governmental
20 statute, law, regulation or ordinance, including, but not limited to, claims for violation of the FLSA,
21 the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other
22 state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in
23 Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil
24 Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights
25 Act, the Family Medical Leave Act, California's Whistleblower Protection Act, California Business
26 & Professions Code §§17200 et seq., and any and all claims arising under any federal, state or other
27 governmental statute, law, regulation or ordinance.

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1 Named Plaintiff's release set forth herein includes a waiver of all rights under Section 1542
2 of the California Civil Code, which provides as follows:

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

7 Named Plaintiff's general release provided herein is made with an express waiver and
8 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

9 **ARTICLE VI**

10 **MISCELLANEOUS PROVISIONS**

11 **Section 6.01: Amendments or Modification**

12 The terms and provisions of this Agreement may be amended or modified only by an express
13 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
14 and approved by the Court.

15 **Section 6.02: Assignment**

16 None of the rights, commitments, or obligations recognized under this Agreement may be
17 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
18 consent of each other Party and their respective counsel. The representations, warranties, covenants,
19 and agreements contained in this Agreement are for the sole benefit of the Parties under this
20 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

21 **Section 6.03: Governing Law**

22 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
23 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
24 of laws.

25 **Section 6.04: Entire Agreement**

26 This Agreement, including the Exhibit referred to herein, which form an integral part hereof,
27 contains the entire understanding of the Parties with respect to the subject matter contained herein.
28 In case of any conflict between text contained in Articles I through VI of this Agreement and text

1 contained in the Exhibit to this Agreement, the former (*i.e.*, Articles I through VI) shall be
2 controlling, unless the Exhibit are changed by or in response to a Court order. There are no
3 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
4 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
5 supersedes all prior agreements and understandings among the Parties with respect to the settlement
6 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
7 prior agreements or proposals.

8 **Section 6.05: Waiver of Compliance**

9 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
10 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
11 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
12 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
13 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
14 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

15 **Section 6.06: Counterparts and Fax/PDF Signatures**

16 This Agreement, and any amendments hereto, may be executed in any number of counterparts
17 and any Party and/or their respective counsel may execute any such counterpart, each of which when
18 executed and delivered shall be deemed to be an original. All counterparts taken together shall
19 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
20 signature.

21 **Section 6.07: Meet and Confer Regarding Disputes**

22 Should any dispute arise among the Parties or their respective counsel regarding the
23 implementation or interpretation of this Agreement, a representative of Class Counsel and a
24 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
25 to submitting such disputes to the Court.

26 **Section 6.08: Agreement Binding on Successors**

27 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
28 of each of the Parties.

1 **Section 6.09: Cooperation in Drafting**

2 The Parties have cooperated in the negotiation and preparation of this Agreement. This
3 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
4 was the drafter or participated in the drafting of this Agreement.

5 **Section 6.10: Fair and Reasonable Settlement**

6 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
7 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
8 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
9 further believe that the Settlement is and is consistent with public policy, and fully complies with
10 applicable law.

11 **Section 6.11: Headings**

12 The descriptive heading of any section or paragraph of this Agreement is inserted for
13 convenience of reference only and does not constitute a part of this Agreement and shall not be
14 considered in interpreting this Agreement.

15 **Section 6.12: Notice**

16 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
17 communications under this Agreement must be in writing and addressed as follows:

18 *To Named Plaintiff and the Class:*

19 Kashif Haque
20 Samuel A. Wong
21 Jessica L. Campbell
22 Alexander G.L. Davies
23 AEGIS LAW FIRM, PC
24 9811 Irvine Center Drive, Suite 100
25 Irvine, California 92618
26 Telephone: (949) 379-6250
27 Facsimile: (949) 379-6251

28 And

To Defendant:

DAVIS WRIGHT TREMAINE LLP
 Evelyn F. Wang
 Stephen Franz

865 South Figueroa Street, 24th Floor
Los Angeles, California 90017-2566
Telephone: (213) 633-6800
Fax: (213) 633-6899

Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over the Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs as provided for by applicable law, including expert witness fees incurred in connection with any enforcement actions.

Section 6.14: Mutual Full Cooperation

The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement, including but not limited to the execution of such documents, and the taking of such other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its terms. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

Section 6.15: Authorization to Act

Class Counsel warrants and represents that they are authorized by Named Plaintiff, and Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action required to effectuate the terms of this Agreement, except for signing documents, including but not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant

1 represents and warrants that the individual executing this Agreement on its behalf has the full right,
2 power, and authority to enter into this Agreement and to carry out the transactions contemplated
3 herein.

4 **Section 6.16: No Reliance on Representations**

5 The Parties have made such investigation of the facts and the law pertaining to the matters
6 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
7 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
8 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
9 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
10 to any other matters. No representations, warranties, or inducements, except as expressly set forth
11 herein, have been made to any party concerning this Agreement.

12 **EXECUTION BY PARTIES AND COUNSEL**

13 The Parties and their counsel hereby execute this Agreement.

14 Dated: _____

RAELYN KEYS

15 By: _____
16 Named Plaintiff

17 Dated: 2/22/23

TEA INNOVATIONS, LLC

19 By: 
20 (Signature)

21 Larue Blanshei
(Printed Name)

22 CEO
23 (Title)

1 represents and warrants that the individual executing this Agreement on its behalf has the full right,
2 power, and authority to enter into this Agreement and to carry out the transactions contemplated
3 herein.

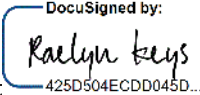
4 **Section 6.16: No Reliance on Representations**

5 The Parties have made such investigation of the facts and the law pertaining to the matters
6 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
7 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
8 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
9 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
10 to any other matters. No representations, warranties, or inducements, except as expressly set forth
11 herein, have been made to any party concerning this Agreement.

12 **EXECUTION BY PARTIES AND COUNSEL**

13 The Parties and their counsel hereby execute this Agreement.

14 Dated: 2/21/2023 | 11:41 AM PST RAELYN KEYS

15 By: 
16 Named Plaintiff

17 Dated: _____ TEA INNOVATIONS, LLC

18 By: _____
19 (Signature)

20 _____
21 (Printed Name)

22 _____
23 (Title)

1 **APPROVED AS TO FORM ONLY:**

2 Dated: February 24, 2023

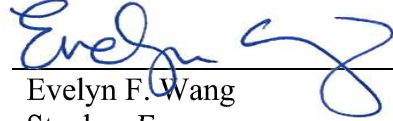
AEGIS LAW FIRM, PC

3
4 By: 
5 Samuel A. Wong
6 Jessica L. Campbell
7 Alexander G.L. Davies

8 Attorneys for Named Plaintiff Raelyn Keys

9 Dated: February 23, 2023

DAVIS WRIGHT TREMAINE LLP

10 By: 
11 Evelyn F. Wang
12 Stephen Franz

13 Attorneys for Defendant Tea Innovations, LLC