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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF SAN BERNARDINO**

18 **SAN BERNARDINO JUSTICE CENTER**

19
20 AMANDA ROMERO, individually, and
21 on behalf of all others similarly situated,

22 Plaintiff,

23 v.

24 LIGHTING INSTYLE, INC., a California
25 corporation; and DOES 1 through 50,
inclusive,

26 Defendants.

CASE NO.: CIVSB2215083

[Hon. David Cohn, Dept. S-26]

27 **CLASS ACTION AND PAGA**
28 **SETTLEMENT AGREEMENT AND**
RELEASE

Action Filed: July 14, 2022
Trial Date: None Set

1 This Class Action and PAGA Settlement Agreement and Release (“Settlement Agreement”)
2 is entered into by and between Plaintiff Amanda Romero (“Plaintiff”), on behalf of herself and the
3 Class (defined below), on the one hand, and Defendant Lighting Instyle, Inc. (“Defendant”) and the
4 Released Parties (defined below) on the other hand. Plaintiff and Defendant are collectively referred
5 to herein as “Parties” and individually referred to herein as “Party.”

6 In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties
7 agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the
8 Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and
9 the Class on the one hand and Defendant on the other hand.

10 **DEFINITIONS**

11 1. “Action” means *Romero v. Lighting Instyle, Inc.*, Superior Court of the State of
12 California for the County of San Bernardino, Case No. CIVSB2215083.

13 2. “Class” means: All non-exempt employees who were employed by Defendant, in the
14 State of California, at any time from July 14, 2018, through June 6, 2023.

15 3. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

16 4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
17 resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this
18 Action.

19 5. “Class Information” means information regarding Class Members that Defendant will
20 in good faith compile from its records and provide to the Settlement Administrator. It shall be
21 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
22 Class Member’s full name; social security number; last known address; last known telephone number;
23 and number of Compensable Work Weeks and Compensable PAGA Work Weeks.

24 6. “Class Member” means each person who is a member of the Class defined above and
25 who is eligible to participate in this Settlement.

26 7. “Class Period” means the time period of July 14, 2018, through June 6, 2023.

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1 8. “Class Representative Service Award” means the amount that the Court authorizes to
2 be paid to Plaintiff in recognition of, *inter alia*, Plaintiff’s efforts and risks in assisting with the
3 prosecution of the Action and in return for executing a general release with Defendant.

4 9. “Compensable Work Week” or “Compensable Work Weeks” means a reasonable
5 estimate of weeks worked by each Class Member as a non-exempt employee in California for
6 Defendant individually and collectively by all Class Members during the Class Period based on
7 Defendant’s records and used as a value to calculate Individual Settlement Payments. The number
8 of Compensable Work Weeks for each Class Member will be determined by calculating the number
9 of weeks actually worked by the respective Class Member based on Defendant’s actual records. Any
10 partial workweek will be expressed as a fraction of a full workweek. If it can be readily determined,
11 workweeks where a Class Member was employed but did not record any hours can be excluded
12 from this calculation.

13 10. “Compensable PAGA Work Week” or “Compensable PAGA Work Weeks” means a
14 reasonable estimate of weeks worked by each PAGA Member, as a nonexempt employee in
15 California for Defendant, individually and collectively by all PAGA Members, during the period
16 from May 10, 2021, through June 6, 2023, based on Defendant’s records and used as a value to
17 calculate PAGA Payments. The number of Compensable PAGA Work Weeks for each PAGA
18 Member will be determined by calculating the number of weeks actually worked by the respective
19 PAGA Member based on Defendant’s actual records. Any partial workweek will be expressed as a
20 fraction of a full workweek. If it can be readily determined, workweeks where a PAGA Member
21 was employed but did not record any hours can be excluded from this calculation.

22 11. “Court” means the Superior Court for the County of San Bernardino, State of
23 California.

24 12. “Defendant” means Lighting Instyle, Inc.

25 13. “Effective Date” means the date on which the Court’s Final Approval Order and
26 Judgment becomes final. The Court’s Final Approval Order and Judgment “becomes final” upon the
27 latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn,
28 then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an

1 Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-
2 five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the
3 Court; or (c) if there is an Objection to the Settlement that is not withdrawn, and any appeal, writ, or
4 other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days
5 following the date that the Final Approval Order and Judgment is filed by the Court, then, when any
6 such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been
7 resolved finally and conclusively with no right to pursue further remedies or relief.

8 14. "Final Approval Order and Judgment" or "Final Approval" means an order and
9 judgment that the Court will file which finally approves this Settlement.

10 15. "Gross Settlement Amount" means the maximum amount which Defendant is
11 obligated to pay under this Settlement Agreement, which is Sixty-Eight Thousand Dollars
12 (\$68,000.00). This is an "all in" non-reversionary Settlement in which Defendant is required to pay
13 the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to
14 Defendant under any circumstances. Payments of any appropriate and lawfully required employer's
15 share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately
16 from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

17 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
18 Amount to each Settlement Class Member.

19 17. "LWDA" means the California Labor and Workforce Development Agency.

20 18. "Net Settlement Amount" means the Gross Settlement Amount, less Class Counsel's
21 attorney's fees and costs, Class Representative Service Award, payment to the LWDA and PAGA
22 Members for PAGA penalties, and Settlement Administration Costs.

23 19. "Notice of Class and PAGA Settlement" means the notice, substantially in the form
24 attached hereto as **Exhibit 1**, which the Settlement Administrator will mail to each Class and PAGA
25 Member, and which explains, *inter alia*, the terms of this Settlement Agreement, the settlement
26 process, and each Class Member's estimated Individual Settlement Payment. Notice of Class
27 Settlement will be provided to the Class in English and Spanish.

28 20. "Operative Complaint" means the Class Action Complaint on file in this action.

1 21. “Objection” means a letter or other written communication submitted by a Class
2 Member to the Settlement Administrator that contains a clear statement by the Class Member that he
3 or she is objecting to any of the terms of the Settlement.

4 22. “PAGA Member” or “PAGA Members” means any Class Member who was
5 employed or has been employed by Defendant at any time during the time period of May 10, 2021,
6 to June 6, 2023.

7 23. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
8 Plaintiff or Defendant, individually.

9 24. “Payment Ratio” means the respective Compensable Work Weeks for each Settlement
10 Class Member divided by the total Compensable Work Weeks for all Settlement Class Members.

11 25. “PAGA Payment Ratio” means the respective Compensable PAGA Work Weeks for
12 each PAGA Member divided by the total Compensable PAGA Work Weeks for all PAGA Members.

13 26. “PAGA Period” means the time period from May 10, 2021, to June 6, 2023.

14 27. “Plaintiff” refers to Amanda Romero.

15 28. “Preliminary Approval Date” means the date upon which the Court files an order
16 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
17 Settlement (“Preliminary Approval”).

18 29. “Request for Exclusion” means a letter or other written communication submitted by
19 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
20 that he or she is electing to be excluded from the Settlement.

21 30. “Released Claims by Plaintiff” is set forth in paragraph 48 below. Plaintiff releases
22 the “Released Claims by Plaintiff” as of the date Defendant fully funds this Settlement.

23 31. “Released Claims by Settlement Class Members” means: As of the date Defendant
24 fully funds this Settlement, Settlement Class Members shall fully and finally release and discharge
25 the Released Parties, from July 14, 2018, through June 6, 2023, from any and all claims, debts,
26 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
27 action contingent or accrued for, that are pleaded, or that could have been pleaded, based on the facts
28 and claims alleged in the Operative Complaint, including any claims for: (a) failure to provide required

1 meal periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest
2 periods, California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor
3 Code §§ 510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and
4 1197; (e) failure to timely pay wages §§ 204 and 210; (f) failure to timely pay all wages during
5 employment and to discharged and quitting employees, California Labor Code §§ 201-204, 210; (g)
6 failure to maintain required records; (h) failure to furnish accurate, itemized wage statements,
7 California Labor Code §§ 226 and 226.3; (i) failure to reimburse for business expenses, California
8 Labor Code § 2802 ; and (j) unlawful business practices under California, Business and Professions
9 Code §17200, et seq. predicated on any of the violations of the California Labor Code and the
10 applicable IWC Wage Order as alleged in the Operative Complaint, including but not limited to,
11 claims for restitution and other equitable relief, liquidated damages, or penalties; and any other
12 benefit, wages, penalties, or other amounts claimed on account of the allegations or the primary rights
13 asserted in the Operative Complaint. This release shall apply to any and all claims arising at any point
14 during the Class Period. Upon entry of the Final Approval Order and Judgment, and funding of the
15 total Gross Settlement Amount, all Settlement Class Members (defined below) will forever
16 completely release and discharge the Released Parties from the Released Claims by Class Members.
17 Plaintiff and Defendant intend that the Settlement described in this Settlement Agreement will release
18 and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration,
19 demand, or other action of any kind, by each and all of the Settlement Class Members to obtain a
20 recovery to any and all of the Released Claims. This release excludes the release of claims not
21 otherwise permitted by law, i.e. Worker's Compensation and unemployment insurance benefits.

22 32. "Released Parties" collectively means: (i) Defendant; (ii) Defendant's respective past,
23 present and future heirs, executors, administrators, parents, subsidiaries and affiliates, successors and
24 assigns; and (iii) the past, present and future shareholders, managers, officers, partners, members,
25 agents, employees, attorneys, insurers, predecessors, successors and assigns of any of the foregoing.

26 33. "Response Deadline" means forty-five (45) days after the postmark date of the Notice
27 of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date

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1 on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the
2 Settlement.

3 34. “Romero Individual Settlement” means the settlement of Plaintiff Amanda Romero’s
4 personal and individual claims against Defendant which are not included in the Settlement between
5 the Parties, and which include Plaintiff’s claims as set forth in the Charge of Discrimination currently
6 pending with the U.S. Equal Employment Opportunity Commissions (“EEOC”), EEOC Charge No.
7 480-2022-00763, (the “EEOC Charge”), pursuant to the terms set forth in the separate settlement
8 agreement entered into by Plaintiff and Defendant in connection thereto (the “Romero Individual
9 Settlement Agreement”). If no agreement can be reached between the Parties as to either the Final
10 Settlement Agreement or the Romero Individual Settlement Agreement, or the Court’s Final Approval
11 cannot be obtained as to the Settlement despite the parties’ reasonable efforts, or the Court’s Final
12 Approval of the Settlement is reversed, modified, or declared or rendered void, then the parties revert
13 to their previous positions and Defendant will not stipulate to class certification, and the Romero
14 Individual Settlement Agreement and this Settlement Agreement shall be null and void, as further set
15 forth in paragraph 48, below.

16 35. “Settled PAGA Claims”, means penalties only under the Private Attorneys General
17 Act (“PAGA”), based upon the Released Claims by PAGA Members that serves the basis for
18 penalties only, pursuant to Labor Code § 2699 *et seq.*, for: (a) failure to provide required meal
19 periods, California Labor Code §§ 226.7, 510 and 512; (b) failure to provide required rest periods,
20 California Labor Code §§ 226.7 and 512; (c) failure to pay overtime wages, California Labor Code
21 §§510, 1194 and 1198; (d) failure to pay minimum wages, California Labor Code §§ 1194 and
22 1197; (e) failure to timely pay all wages due during employment and to discharged and quitting
23 employees, California Labor Code §§ 201-204, 210; (f) failure to maintain required records,
24 California Labor Code §§ 226, 1174; (g) failure to furnish accurate, itemized wage statements,
25 California Labor Code §§ 226 and 226.3; (h) failure to provide California COVID-19 supplemental
26 paid sick leave, California Labor Code § 248.1; (i) failure to provide suitable seating, under the
27 applicable wage order; (j) failure to reimburse for business expenses, California Labor Code § 2802;

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(k) failure to provide notice pursuant to Labor Code section 2810.5; and primary rights alleged in Plaintiff's Operative Complaint and in Plaintiff's PAGA Notice dated February 24, 2022.

36. "Settlement" means the disposition of the Action pursuant to this Settlement Agreement.

37. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

38. "Settlement Administrator" means ILYM GROUP, Inc. ("ILYM Group"). The Settlement Administrator shall be responsible for, *inter alia*: (a) performing Spanish translations of the Notice of Class Settlement; printing and mailing the Notice of Class Settlement to the Class in English and Spanish; (b) receiving and reporting the Requests for Exclusion and Objections submitted by Class Members; (c) providing declaration(s) as necessary in support of Preliminary Approval and/or Final Approval of this Settlement; (d) processing and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members; and (e) any other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Parties agree that they have no financial interest or other relationship with ILYM Group that could create a conflict of interest. Should a conflict of interest or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and confer as to a suitable replacement.

39. "Settlement Class" or "Settlement Class Members" means all Class Members who have not opted out of the Class by submitting a valid and timely Request for Exclusion.

RECITALS

40. Procedural History. On July 14, 2022, Plaintiff filed the Operative Complaint against Defendant in San Bernardino Superior Court, Case No. CIVSB2215083. Defendant filed its Answer on October 28, 2022.

41. Investigation and Discovery. The Parties have conducted significant investigation of the facts and law during the prosecution of this Action and before this Settlement was reached. Such discovery and investigation included, *inter alia*, the exchange of information and extensive documents pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the

1 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
2 law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

3 42. Mediation. The Parties participated in a private mediation session with the highly
4 experienced mediator, Lisa Klerman, Esq. on March 8, 2023. After a full day of mediation, the Parties
5 were able to resolve the matter after accepting a "Mediator's Proposal" for a proposed class action
6 and PAGA settlement that would fully resolve this matter.

7 43. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
8 expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and
9 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
10 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
11 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
12 Action, both generally and in response to Defendant's defenses thereto, and the difficulties in
13 establishing damages for the Class. Plaintiff and Class Counsel have also taken into account
14 Defendant's agreement to enter into a settlement that confers substantial relief upon the members of
15 the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement
16 set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best
17 interests of the Class.

18 44. Defendant's Reasons for Settlement. Defendant has concluded that any further defense
19 of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's
20 time, energy, and resources have been and, unless this Settlement is completed, will continue to be,
21 devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the
22 risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant
23 continues to contend that it is not liable for any of the claims alleged by Plaintiff in this Action,
24 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
25 Settlement Agreement to put to rest the claims in this Action.

26 **STIPULATION AND AGREEMENT**

27 45. NOW THEREFORE, in consideration of the mutual covenants, promises, and
28 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

1 46. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the
2 Plaintiff, Settlement Class Members, and Defendant, subject to the terms and conditions hereof.

3 47. Circular 230 Disclaimer. Each Party to this Settlement Agreement (for purposes of
4 this section, the “acknowledging party” and each Party to this Settlement Agreement other than the
5 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
6 Settlement Agreement, and no written communication or disclosure between or among the Parties or
7 their attorneys and other advisors, is or was intended to be, nor shall any such communication or
8 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
9 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party
10 (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice
11 (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this
12 Settlement Agreement based upon the recommendation of any other party or any attorney or advisor
13 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
14 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
15 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
16 confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation
17 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
18 any transaction, including any transaction contemplated by this Settlement Agreement.

19 48. Released Claims by Plaintiff. As of the date Defendant fully funds the Settlement,
20 Plaintiff agrees to the Release of Claims by Settlement Class Members, which is set forth in paragraph
21 31 above. In addition to Release of Claims by Settlement Class Members and as a material inducement
22 to Defendant to enter into this Settlement Agreement, Plaintiff does hereby, for herself and for her
23 spouse, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
24 conservators, guardians, personal representatives, and assigns, forever and completely releases and
25 discharges the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
26 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
27 losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated
28 damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the

1 beginning of time through the execution of this Settlement Agreement, whether known or unknown,
2 suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating
3 to Plaintiff's employment with or work for Defendant or the remuneration for or termination of such
4 employment.

5 Without limiting the generality of the foregoing, Plaintiff expressly releases all claims arising
6 under the California Labor Code (including, but not limited to, sections 200, 201, 201.3, 202, 203,
7 204, 210, 216, 218.6, 221, 222, 225.5, 224, 225, 225.5, 226, 226.3, 226.7, 227.3, 248.1, 248.2, 450,
8 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, 1199, 1775, 2698 et seq., 2802,
9 and 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Private
10 Attorneys General Act of 2004 ("PAGA"); California Business and Professions Code section 17200
11 et seq.; the California Civil Code, to include, but not limited to, section 3336 and 3294; the California
12 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common law;
13 and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq. Plaintiff's Released
14 Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive
15 damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
16 harassment, and wrongful termination such as by way of example only, (as amended) 42 U.S.C.
17 section 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
18 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the
19 law of contract and tort. This release excludes the release of claims not permitted by law, including
20 Worker's Compensation, unemployment benefits and Plaintiff's claims against Defendant as set forth
21 in the Charge of Discrimination currently pending in the EEOC Charge, which are subject to the
22 Romero Individual Settlement Agreement.

23 As to Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits
24 under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

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1 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
2 complete release and discharge of all parties, Plaintiff and Class Counsel expressly acknowledge that
3 this Settlement Agreement is intended to include in its effect, without limitation, all claims that
4 Plaintiff knew of, as well as all claims that she does not know or suspect to exist in her favor against
5 the Released Parties, or any of them, for the time period from the beginning of time through the date
6 Defendant fully funds this Settlement, and that this Settlement Agreement contemplates the
7 extinguishment of any such claims. Plaintiff and Plaintiff's Counsel do not currently intend to
8 pursue any claims against Defendant, including, but not limited to, any and all claims relating to
9 or arising from Plaintiff's employment with Defendant, and that Plaintiff's Counsel is not
10 currently aware of any facts or legal theories upon which any claims or causes of action could be
11 brought against Defendant, excepting those facts or legal theories alleged in the Operative
12 Complaint in this Action. This release does not include claims which cannot be released such as
13 unemployment or Worker's Compensation benefits or as otherwise set forth above.

14 49. Class Certification. For settlement purposes only, Defendant will stipulate that the
15 Settlement Class Members described herein who do not request exclusion from the Settlement Class
16 may be conditionally certified as a settlement class. This stipulation to certification is in no way an
17 admission that class action certification is proper and shall not be admissible in this or in any other
18 action except for the sole purposes of enforcing this Settlement Agreement. Should the Court fail to
19 issue Final Approval for any reason, the Parties' stipulation to class certification as part of the
20 Settlement Agreement shall become null and void *ab initio* and shall have no bearing on but remains
21 protected by California Evidence Code Section 1152 and shall not be admissible in connection with
22 the issue of whether or not certification would be appropriate in a non-settlement context. Defendant
23 expressly reserves its right and declares that Defendant will continue to oppose class certification and
24 contest the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff
25 expressly reserves her rights and declares that she will continue to pursue class certification and a trial
26 should the Court fail to grant Final Approval.

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1 50. Approval of Settlement. Plaintiff will move the Court to grant Preliminary Approval
2 and Final Approval of this class action Settlement. The Parties agree to work diligently and
3 cooperatively to have this matter presented to the Court for Preliminary Approval and Final Approval.

4 51. Release of Claims by Settlement Class Members. Settlement Class Members release
5 the “Released Claims by Settlement Class Members,” as defined, as of the date Defendant fully funds
6 the Settlement.

7 52. Release of Settled PAGA Claims. PAGA Members release the “Settled PAGA
8 Claims,” as defined, as of the date Defendant fully funds the Settlement.

9 53. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
10 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

11 54. Notice to the Class. Upon receipt of the Class Information, the Settlement
12 Administrator will perform a search based on the National Change of Address Database to update and
13 correct any known or identifiable address changes. Within ten (10) calendar days after receiving the
14 Class Information, the Settlement Administrator shall mail copies of the Notice of Class Settlement
15 to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise
16 its best judgment to determine the current mailing address for each Class Member. The address
17 identified by the Settlement Administrator as the current mailing address shall be presumed to be the
18 best mailing address for each Class Member.

19 a. Undeliverable Notices. Any Notice of Class Settlement returned to the
20 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to
21 the forwarding address affixed thereto within ten (10) calendar days. For any undeliverable Notice of
22 Class Settlement returned for which no forwarding address is affixed, the Settlement Administrator
23 will conduct an investigation for an updated address of the Class Member. If an updated address is
24 found, the Settlement Administrator shall have seven (7) days from receipt of the undelivered
25 envelope to re-mail the Notice of Class Action Settlement to the updated address. The Settlement
26 Administrator will provide a cover letter notifying the Class Member of the extended Response
27 Deadline. Any Class Member who receives a re-mailed Notice of Class Settlement shall have forty-

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1 five (45) days after the postmark date of the re-mailed Notice of Class Settlement to: (a) submit a
2 Request for Exclusion; or (b) submit an Objection to the Settlement.

3 (1) Verification of Class Member Employment Status. If Notice of Class
4 Action Settlement sent to a Class Member is determined to be undeliverable, the Settlement
5 Administrator shall verify the employment status of the Class Member with Defendant within five (5)
6 days of receipt of the undeliverable Notice of Class Action Settlement. If the Class Member is a
7 current employee of Defendant, Defendant shall take all reasonable efforts to obtain the current
8 address from the Class Member and shall provide the same with seven (7) days of notice from the
9 Settlement Administrator.

10 b. Disputes Regarding Individual Settlement Payments. Class Members will have
11 the opportunity, should they disagree with Defendant's records regarding the dates of employment
12 stated in the Notice of Class Settlement, to provide documentation and/or an explanation to show
13 contrary information by the Response Deadline. The dispute form must: (a) contain the full name,
14 address, and telephone number of the Class Member, and the last four digits of the Class Member's
15 social security number or full employee ID number; (b) contain the case name and case number; (c) a
16 clear statement by the Class Member that he or she is disputing the number of Compensable Work
17 Weeks and the basis for the dispute; (d) any documentation demonstrating that the number of
18 Compensable Work Weeks listed in the Notice of Class Settlement is incorrect; (e) be signed by the
19 Class Member; and (f) be postmarked by the Response Deadline. The date of the postmark on the
20 return mailing envelope on the dispute form shall be the exclusive means used to determine whether
21 it has been timely submitted. If there is a dispute, the Settlement Administrator will consult with the
22 Parties to determine whether an adjustment is warranted. In addition to U.S. Mail, a Class Member
23 may also submit a dispute form by facsimile or email to the Settlement Administrator within the
24 Response Deadline. The Settlement Administrator shall then determine the eligibility for, and the
25 amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. In the
26 absence of circumstances indicating fraud, manipulation or destruction, Defendant's records shall be
27 given a rebuttable presumption of accuracy.

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1 c. Request for Exclusion. Class Members who wish to exclude themselves from
2 the Settlement must submit to the Settlement Administrator a Request for Exclusion by the Response
3 Deadline. The Request for Exclusion must: (a) contain the full name, address, and telephone number
4 of the Class Member, and the last four digits of the Class Member's social security number or full
5 employee ID number; (b) contain the case name and case number; (c) contain a clear statement by the
6 Class Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
7 Member; and (e) be postmarked by the Response Deadline if submitted by U.S. Mail. The date of the
8 postmark on the return mailing envelope on the Request for Exclusion submitted by U.S. Mail shall
9 be the exclusive means used to determine whether it has been timely submitted. In addition to U.S.
10 Mail, a Class Member may also submit a Request for Exclusion by facsimile or email to the Settlement
11 Administrator within the Response Deadline. A Request for Exclusion shall not be presumptively
12 invalid if it does not contain the requirements of (a) through (d) if the Settlement Administrator can
13 ascertain the identity of the Class Member who wants to exclude themselves from the Settlement. Any
14 Class Member who requests to be excluded from the Settlement Class shall not be entitled to any
15 recovery under the Settlement and shall not be bound by the terms of the Settlement or have any right
16 to object, appeal or comment thereon except as to any distribution based upon PAGA penalties.
17 PAGA Members will receive their share of the PAGA Payment and the Settled PAGA Claims will be
18 released even if the Class Member submits a timely Request for Exclusion. Class Members who fail
19 to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
20 by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action.

21 d. Objections. Class Members who wish to object to the Settlement can either
22 mail or send by facsimile or email to the Settlement Administrator a written Objection by the Response
23 Deadline. The Objection should: (a) contain the full name, address, and telephone number of the Class
24 Member, and the last four digits of the Class Member's social security number or full employee ID
25 number; (b) contain the case name and case number; (c) contain the dates of employment of the Class
26 Member; (d) be signed by the Class Member; (e) state the basis for the Objection, including any legal
27 briefs, papers or memoranda in support of the Objection; and (f) be postmarked by the Response
28 Deadline. The date of the postmark on the return mailing envelope on the Objection shall be the

1 exclusive means used to determine whether the Objection has been timely submitted. Class Members
2 who submit a timely Objection will have a right to appear at the Final Approval Hearing in order to
3 have their Objection heard by the Court. At no time shall any of the Parties or their counsel seek to
4 solicit or otherwise encourage Class Members to submit Objections to the Settlement or appeal from
5 the Final Approval Order and Judgment. Class Counsel shall not represent any Class Members with
6 respect to any such Objections. The Settlement Administrator will provide the Parties with any
7 Objection within five (5) calendar days of receipt of the Objection. Plaintiff will file any and all
8 Objections with the Court in advance of the Final Approval Hearing. Oral or written Objections may
9 also be made at the Final Approval hearing without a written objection being submitted, but only with
10 the Court's express permission. If the Court rejects the objection, the individual will be bound by the
11 terms of this Settlement Agreement.

12 e. If greater than five (5) percent of the Class Members opt out or object to this
13 Settlement Agreement or a number of Class Members whose share of the Net Settlement Amount is
14 5% or more opt out or object to this Settlement Agreement, Defendant will have the right to rescind
15 and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the
16 litigation. In such a case, the Parties and any funds to be awarded shall be returned to their respective
17 statuses as of the date and time immediately prior to the execution of this Settlement Agreement.

18 f. Except for those Settlement Class Members who exclude themselves in
19 compliance with the Request for Exclusion procedures set forth above, all Settlement Class Members
20 will: (i) be deemed to be Settlement Class Members for all purposes under this Settlement Agreement;
21 (ii) will be bound by the terms and conditions of this Settlement Agreement, the Final Approval Order
22 and Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be
23 deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy
24 of the Settlement.

25 55. Funding Gross Settlement Amount. Within thirty (30) days of the Final Approval by
26 the Court, Defendant shall deposit the full Gross Settlement Amount and Defendant's share of the
27 payroll taxes with the Settlement Administrator either by check or wire transfer.

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1 56. Allocation of Settlement. Individual Settlement Payments will be paid by the
2 Settlement Administrator from the Net Settlement Amount and shall be paid pursuant to the settlement
3 formula set forth herein. Individual Settlement Payments shall be mailed by the Settlement
4 Administrator via regular First Class U.S. Mail to Settlement Class Members' last known mailing
5 address.

6 a. The Settlement Administrator shall calculate the total Compensable Work
7 Weeks and Compensable PAGA Work Weeks for all Settlement Class Members based on the Class
8 Information provided by Defendant. The respective Compensable Work Weeks for each Settlement
9 Class Member will be divided by the total Compensable Work Weeks for all Settlement Class
10 Members, resulting in the Payment Ratio for each Settlement Class Member; a similar calculation
11 will apply to determining the Payment Ratio for Compensable PAGA Work Weeks. Each
12 Settlement Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to
13 determine his or her Individual Settlement Payment.

14 b. Individual Settlement Payments due to each Settlement Class Member shall be
15 designated as follows:

16 1. Thirty-Three and One Third percent (33.33%) of the Individual
17 Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject
18 to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or
19 contributions will be deducted from the amount paid to Settlement Class Members. The Settlement
20 Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

21 2. Thirty-Three and One Third percent (33.33%) of the Individual
22 Settlement Payment shall represent payment of all penalties. These payments will not be subject to
23 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
24 1099 to each Settlement Class Member in relation to these payments.

25 3. Thirty-Three and One Third percent (33.33%) of the Individual
26 Settlement Payment shall represent payment of all interest. These payments will not be subject to
27 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
28 1099 to each Settlement Class Member in relation to these payments.

1 c. Class Members With Missing/Unverifiable Social Security Numbers and
2 Withholdings of Taxes and Applicable Penalties. In the event that an Individual Settlement Payment
3 exceeds the threshold amount that must be reported to the Internal Revenue Service by means of a
4 Form 1099, Class Counsel, and the Settlement Administrator, will take all necessary and reasonable
5 steps to obtain W-9's from Class Members and to comply with applicable IRS regulations on issuing
6 1099's without a social security number or tax entity identification number, and shall take all
7 reasonable and necessary steps to avoid imposition of IRS penalties against the Gross Settlement
8 Amount, including, but not limited to limiting payments below the reportable threshold and/or
9 withholding of taxes and any applicable penalties. The Settlement Administrator will contact Class
10 Members who are entitled to payments that exceed the taxable income threshold twice, with at least
11 30 days between the two contacts.

12 d. Uncashed Settlement Checks. Individual Settlement Payment checks shall
13 remain negotiable for one hundred and eighty (180) days from the postmark date of issuance. If the
14 Settlement Check is not cashed, deposited, or otherwise negotiated within the 180-day deadline, the
15 check will be voided, and the funds associated with any such voided checks shall be distributed to the
16 State of California Controller's Office, Unclaimed Property Division, in the name of the affected Class
17 Member. The Released Claims by Settlement Class Members will be binding upon all Settlement
18 Class Members, including those who do not cash their checks within the 180-day period. The Parties
19 agree that this disposition results in no "unpaid cash residue," or "unclaimed or abandoned funds" as
20 the entire Net Settlement Amount will be paid out to the Settlement Class Members, whether or not
21 they all cash their payment checks.

22 e. Certification By Settlement Administrator. The Parties have the right to monitor
23 and review administration of the Settlement. Any disputes not resolved by the Settlement
24 Administrator concerning the administration of the Settlement will be resolved by the Court, under
25 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
26 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
27 completion of administration of the Settlement, the Settlement Administrator shall provide written

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1 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
2 necessary.

3 f. Settlement Awards Do Not Trigger Additional Benefits. All monies received by
4 Settlement Class Members shall be deemed to be income to such Settlement Class Members solely in
5 the year in which such awards actually are received by the Settlement Class Members. It is expressly
6 understood and agreed that the receipt of such Individual Settlement Payments will not entitle any
7 Settlement Class Member to additional compensation or benefits under any company compensation
8 or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
9 any Settlement Class Member to any increased pension and/or retirement, or other deferred
10 compensation benefits. It is the intent of this Settlement that any Individual Settlement Payments
11 provided for in this Settlement Agreement are the sole payments to be made by Defendant to the
12 Settlement Class Members in connection with this Settlement, and that the Settlement Class Members
13 are not entitled to any new or additional compensation or benefits as a result of having received the
14 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
15 or compensation plan document that might have been in effect during the period covered by this
16 Settlement).

17 g. Class Representative Service Award. Defendant agrees not to oppose or object
18 to a Class Representative Service Award to Plaintiff of up to Five Thousand Dollars (\$5,000.00),
19 subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099 – MISC to
20 Plaintiff in connection with the Class Representative Service Award payment. Plaintiff shall be solely
21 and legally responsible to pay any and all applicable taxes on her Class Representative Service Award
22 and shall hold harmless the Released Parties and Class Counsel from any claim or liability for taxes,
23 penalties, or interest arising as a result of the Class Representative Service Award payment. The Class
24 Representative Service Award shall be in addition to Plaintiff's Individual Settlement Payment and
25 the Romero Individual Settlement. This Settlement is not contingent upon the Court awarding Plaintiff
26 a Class Representative Service Award in any amount, and any amount requested by Plaintiff for the
27 Class Representative Service Award that is not granted by the Court shall return to the Net Settlement
28 Amount and be distributed to Settlement Class Members as provided in this Amended Agreement.

1 h. Class Counsel Award. Defendant agrees not to oppose or object to any
2 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
3 Settlement Amount, or Twenty-Two Thousand and Six Hundred and Forty-four Dollars (\$22,644.00).
4 Defendant further agrees not to oppose any application or motion by Class Counsel for the
5 reimbursement of any costs or expenses associated with Class Counsel's prosecution of this matter
6 from the Gross Settlement Amount not to exceed Eighteen Thousand and Five Hundred Dollars
7 (\$18,500.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
8 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099
9 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not
10 contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.
11 Any amount requested by Class Counsel for the Class Counsel Award and costs that are not granted
12 by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
13 Members as provided in this Settlement Agreement.

14 i. Settlement Administration Costs. The Settlement Administrator shall be paid for
15 the costs of administration of the Settlement from the Gross Settlement Amount. The costs of notice
16 and administration for the disbursement of the Gross Settlement Amount shall not exceed Six
17 Thousand Dollars (\$6,000.00). Prior to the filing of a motion for Final Approval of this Settlement,
18 the Settlement Administrator shall provide the Parties with a statement detailing the costs of
19 administration. Any amount requested by the Settlement Administrator for administration costs that
20 is not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
21 Class members as provided in this Amended Agreement. Defendant will pay any fees incurred by the
22 Settlement Administrator if the settlement is not approved.

23 j. PAGA Payment. Five Thousand dollars (\$5,000) from the Gross Settlement
24 Amount will be allocated to penalties under the Private Attorneys General Act of 2004. Seventy-five
25 percent (75%) of that amount, or \$3,750, will be paid to the LWDA and twenty-five percent (25%) of
26 that amount, or \$1,250, will be paid to the PAGA Members based upon Compensable PAGA Work
27 Weeks as determined by the PAGA Payment Ratio as set forth in paragraph 25. This PAGA Payment
28 is made pursuant to California Labor Code § 2699(i).

1 57. Tax Liability: Class Counsel and Defendant make no representation as to the tax
2 treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class
3 Members are not relying on any statement or representation by Class Counsel or Defendant in this
4 regard. Plaintiff and Settlement Class Members understand and agree that they will be solely
5 responsible for the payment of any taxes and penalties assessed on their respective payments described
6 herein. The amount of federal income tax withholding will be based upon a flat withholding rate for
7 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
8 supplemented. Income tax withholding will also be made pursuant to applicable state and/or local
9 withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in
10 the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this
11 Settlement Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax
12 law, is changed after the date of this Settlement Agreement, the processes set forth in this Section may
13 be modified in a manner to bring Defendant into compliance with any such changes.

14 58. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
15 Class Members, the Class Representative Service Awards, the Class Counsel Award, Settlement
16 Administration Costs, Defendant’s share of employer payroll taxes and PAGA Payment, shall all be
17 distributed by the Settlement Administrator within ten (10) calendar days of receipt of the full Gross
18 Settlement Amount from Defendant. Prior to distribution of Individual Settlement Payments to the
19 Settlement Class Members and PAGA Members, the Settlement Administrator shall update the Class
20 and PAGA Members addresses using the National Change of Address Database.

21 59. Additional Pay Periods. It is currently estimated that there are 1,365 Compensable Pay
22 Periods through June 6, 2023. If it is determined by Plaintiff’s counsel and confirmed by the
23 Settlement Administrator that more than a total of 1,501.5 (10%) Pay Periods existed through
24 Preliminary Approval or by June 6, 2023, whichever is earlier, the Class Period shall end as of the
25 date the Pay Periods total 1,501.

26 60. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of
27 the Response Deadline, a Final Approval Hearing shall be conducted to determine, *inter alia*, Final
28 Approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments;

1 (b) the Class Counsel Award; (c) the Class Representative Service Awards; (d) PAGA Payment; and
2 (e) the Settlement Administration Costs.

3 61. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
4 Order for Preliminary Approval of the Settlement; (b) the Court does not finally approve the
5 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein; (d)
6 the Settlement does not become final for any other reason; or (e) the Court fails or refuses to approve
7 any material condition of this Settlement Agreement which effects a fundamental change of the
8 Settlement Agreement, this entire Settlement Agreement and the Romero Individual Settlement
9 Agreement shall be null and void and unenforceable as to all Parties herein at the option of any Party
10 but remain protected by California Evidence Code Section 1152, and any order or judgment entered
11 by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such
12 cases, the Parties and any funds to be awarded under this Settlement shall be returned to their
13 respective statuses as of the date and time immediately prior to the execution of this Settlement
14 Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been
15 executed, except that any fees already incurred by the Settlement Administrator shall be paid by
16 Defendant. Further, if the Settlement Agreement is voided or fails for any reason, Plaintiff and
17 Defendant will have no further obligations under the Settlement Agreement, including any obligation
18 by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed
19 under this Settlement Agreement. In the event an appeal is filed from the Court's Final Approval
20 Order and Judgment, or any other appellate review is sought, administration of the Settlement shall
21 be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by
22 the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final
23 Approval Order and Judgment, or any other appellate review, shall be paid to the Settlement
24 Administrator by the party or person that filed the appeal, within thirty (30) calendar days of said
25 notification.

26 62. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
27 Members pursuant to this Settlement Agreement shall be deemed not to be pensionable earnings and

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1 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
2 vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

3 63. No Admission by Defendant. Defendant denies any and all claims alleged in this
4 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
5 admission and shall not be used against Defendant as an admission or indication with respect to any
6 claim of any fault, concession, or omission by Defendant. Nonetheless, Defendant desires to settle
7 and compromise the matters at issue in the Action to avoid further substantial expense and the
8 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into
9 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
10 defenses that it has asserted or could assert against Plaintiff and/or any Settlement Class Member, has
11 determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement Class be
12 settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

13 64. INTENTIONALLY LEFT BLANK

14 65. No Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the
15 settlement, including the Memorandum of Understanding, the fact of the Settlement, its terms or
16 contents, and the negotiations underlying the Settlement, in any manner or form, directly or
17 indirectly, to any person or entity, except potential Class Members and as shall be contractually
18 required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt,
19 this section means Plaintiff and Class Counsel will not to issue press releases, communicate with,
20 or respond to any media or publication entities, publish information in manner or form, whether
21 printed or electronic, on any medium or otherwise communicate, whether by print, video,
22 recording or any other medium, with any person or entity concerning the Settlement, including
23 the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
24 except as shall be contractually required to effectuate the terms of the Settlement as set forth
25 herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class
26 counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the
27 venue/case number of this action (but not any other settlement details) for such purposes.

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1 66. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
3 Any Exhibits to this Settlement Agreement are an integral part of the Settlement. The descriptive
4 headings of any paragraphs or sections of this Settlement Agreement are inserted for convenience of
5 reference only and do not constitute a part of this Settlement Agreement.

6 67. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
7 except such proceedings necessary to implement and complete the Settlement, holding the Action in
8 abeyance pending the Final Approval Hearing to be conducted by the Court.

9 68. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
10 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
11 with this Settlement Agreement shall be resolved as follows:

12 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
13 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party has
14 breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the
15 alleged violation.

16 b. Upon receiving notice of the alleged violation or dispute, the responding Party
17 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party
18 with the reasons why the Party disputes all or part of the allegation.

19 c. If the response does not address the alleged violation to the initiating Party's
20 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
21 differences.

22 d. If Class Counsel and Defendant's Counsel are unable to resolve their
23 differences after twenty (20) calendar days, either Party shall first contact the mediator (Lisa Klerman)
24 to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for
25 enforcement with the Court. The briefing of such motion should be in letter brief form and shall not
26 exceed five (5) single-spaced pages (excluding exhibits).

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1 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
2 this Section may be recovered by any Party that prevails under the standards set forth within the
3 meaning of applicable law.

4 69. Notice. Unless otherwise specifically provided herein, all notices, demands or other
5 communications given hereunder shall be in writing and shall be deemed to have been duly given as
6 of the third business day after both (i) emailing and (ii) mailing by United States registered or certified
7 mail, return receipt requested, addressed:

8 To Plaintiff and the Settlement Class:

9 LAW OFFICE OF SCOTT ERNEST WHEELER
10 Scott Ernest Wheeler
Justin A. Wheeler
11 250 West First Street, Suite 216
Claremont, California 91711
12 Telephone: (909) 621-4988
Facsimile: (909) 621-4622
13 Email: sew@scottwheelerlawoffice.com
jaw@scottwheelerlawoffice.com
14

15 To Defendant:

16 MILLER LAW PARTNERS, PC
Lee A. Miller
17 Ilana M. Kaufman
21600 Oxnard Street, Suite 380
18 Woodland Hills, California 91367
Telephone: 818-279-6600
Facsimile: 818-279-6601
19 E-mail: lmiller@millerlawpartners.com
ikaufman@millerlawpartners.com
20

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22 70. Amendment or Modification. This Settlement Agreement may be amended or
23 modified only by a written instrument signed by counsel for all Parties and approved by the Court.

24 71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
25 the entire Agreement among these Parties, and no oral or written representations, warranties, or
26 inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other
27 than the representations, warranties, and covenants contained and memorialized in the Agreement and
28 its Exhibits.

1 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
4 pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents
5 required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will
6 cooperate with each other and use their best efforts to affect the implementation of the Settlement. In
7 the event the Parties are unable to reach an agreement on the form or content of any document needed
8 to implement the Settlement, or on any supplemental provisions that may become necessary to
9 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the mediator
10 to resolve such disagreement. The persons signing this Settlement Agreement on behalf of Defendant
11 represent and warrant that they are authorized to sign this Settlement Agreement on behalf of
12 Defendant. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement
13 and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

14 73. Binding on Successors and Assigns. This Settlement Agreement shall be binding
15 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

16 74. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
17 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
18 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
19 or rights released and discharged by this Settlement Agreement.

20 75. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
21 Order and Judgment, nothing contained herein, nor the consummation of this Settlement Agreement,
22 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
23 part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
24 Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant
25 inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with
26 all related documents such as the notices, and motions for preliminary and final approval, shall,
27 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be
28 inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement,

1 and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part
2 of this Settlement Agreement is for settlement purposes only and if for any reason the Settlement is
3 not approved, the stipulation will be of no force or effect.

4 76. California Law Governs. All terms of this Settlement Agreement and the Exhibits
5 hereto shall be governed by and interpreted according to the laws of the State of California.

6 77. Counterparts. This Settlement Agreement may be executed in one or more
7 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
8 instrument.

9 78. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
10 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
11 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

12 79. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section 664.6,
13 the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement
14 of the terms of this Settlement Agreement and all orders and judgments entered in connection
15 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes
16 of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement
17 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
18 are subject to approval by the Court.

19 80. Construction. The Parties hereto agree that the terms and conditions of this Settlement
20 Agreement are the result of lengthy, intensive arms'-length negotiations among the Parties and that
21 this Settlement Agreement shall not be construed in favor of or against any Party based on the extent
22 to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiff
23 and Defendant expressly waive the common-law and statutory rule of construction that ambiguities
24 should be construed against the drafter of an agreement and further agree, covenant, and represent that
25 the language in all parts of this Settlement Agreement shall be in all cases construed as a whole,
26 according to its fair meaning.

27 81. Captions and Interpretations. Paragraph titles or captions contained herein are inserted
28 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope

1 of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is
2 contractual and not merely a recital.

3 82. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
4 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
5 successors and assigns.

6 83. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because
7 the members of the Settlement Class are numerous, it is impossible or impractical to have each
8 Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement
9 Class Members of the binding nature of the release provided herein and such Release shall have the
10 same force and effect as if this Settlement Agreement were executed by each Settlement Class
11 Member.

12 84. Voluntary Agreement. The Parties acknowledge that they have entered into this
13 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
14 or undue influence of any Party, and not in reliance on any promises, representations, or statements
15 made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties
16 hereto expressly waves any right they might ever have to claim that this Settlement Agreement was
17 in any way induced by fraud.

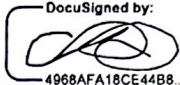
18 85. Opportunity to Consult with Counsel. Prior to execution of this Settlement Agreement,
19 each Party has read this entire Settlement Agreement and has been given the opportunity to consult
20 with independent counsel of their choosing and to have such independent counsel advise as to the
21 meaning of this Settlement Agreement and its legal effect.

22 86. Counterparts. This Settlement Agreement may be executed in counterparts, and when
23 each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed
24 an original, and, when taken together with other signed counterparts, shall constitute one fully-signed
25 Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic
26 signatures shall have the same force and effect as an original.

27 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

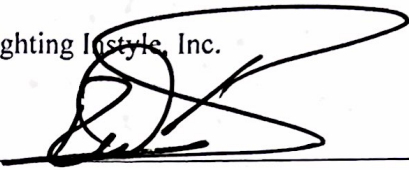
possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

Dated: 5/23/2023

DocuSigned by:

4968AFA18CE44B8...
By: Amanda Romero

Lighting Instyle, Inc.

Dated: 5/26/23

By: 
Title: Counsel

APPROVED AS TO FORM:

DATED: May 23, 2023

LAW OFFICE OF SCOTT ERNEST WHEELER

By: 
Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff Amanda Romero and the Putative Class

DATED: May 26, 2023

MILLER LAW PARTNERS, PC

By: 
Lee A. Miller
Ilana M. Kaufman

Attorneys for Defendant, Lighting Instyle, Inc.