

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Atya Tarkington (“Plaintiff”) and defendants Logical Innovations, Inc. and Logical R-Joint Venture LLC (“Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Actions” means the Class Action and PAGA Complaints that were filed in California state court and any amendments thereto, which are captioned *Atya Tarkington v. Logical Innovations, Inc.; Logical-R Joint Venture, LLC*, Los Angeles Superior Court Case No. 22AVCV00752 (the “PAGA Action”) and *Atya Tarkington v. Logical Innovations, Inc.; Logical-R Joint Venture, LLC*, Los Angeles Superior Court Case No. 20STCV31929 (the “Class Action”) (collectively referred to as the “Actions”). In order to effectuate the terms of this Agreement, the parties agree to cooperate to consolidate these two actions.
2. The Settlement Class Members - Collectively the members of the California Class and the Aggrieved Employee Subclass as defined herein.
3. California Class Members Definition – All individuals who are or previously were employed by Defendant Logical Innovations, Inc. and/or Defendant Logical-R Joint Venture, LLC in California who were classified as non-exempt employees during the period June 29, 2018 to April 30, 2024 (the “Class Period”).
4. The Release Period. The Release Period is from June 29, 2018 to 60 days after April 30, 2024 (the close of the Class period), which is June 29, 2024 (the “Release Period”).
5. Class Counsel – Daniel Richardson, Kent Bradbury, and Tim Del Castillo of Castle Law: California Employment Counsel PC, and Kyle Nordrehaug of Blumenthal Nordrehaug Bhowmik Be Blouw LLP.
6. Plaintiff – The Plaintiff is Atya Tarkington.
7. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.

8. Class Data means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and his or her weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
9. Class Member is a member of the Class.
10. Class Notice means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator.)
11. Class Representative Service Payment means the service payment made to the Plaintiff in her capacity as Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants' expenses in the event Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
12. Court means the Superior Court of California, County of Los Angeles.
13. Defendants means Logical Innovations, Inc. and Logical R-Joint Venture LLC.
14. Defendant's Counsel means Rachel Albert and Yvonne Arvanitis Fossati of Jackson Lewis, PC.
15. Effective Date This Settlement Agreement shall become effective on the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of the class Members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal has been filed.
16. Election Not to Participate in Settlement means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
17. Final Approval Hearing means the hearing to be conducted by the Court after the filing of an appropriate motion by Plaintiffs and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the class and Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court finally approve the Settlement, enter the Judgment, and take other appropriate action.
18. Gross Settlement Amount Defendants shall pay out the total sum of \$255,000 (Two Hundred Fifty-Five Thousand Dollars and Zero Cents) for payment of all claims, including payment of Claims Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service Award, and the PAGA Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendants. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall

remain the sole responsibility of Defendants, once the amount has been calculated by the Claims Administrator

19. Net Settlement Amount means the Gross Settlement Amount less the Court-approved amounts for the Claims Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service Award, and the PAGA Payment.
20. Non-Participating Class Member means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
21. PAGA Period means the period of time from June 30, 2021 to April 30, 2024.
22. Participating Class Member means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
23. Released Parties as referenced herein and as released in this Settlement are Defendants and all their present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims (hereinafter "Released Parties"), and Defendants' counsel of record in the Actions.
24. Response Deadline means the date sixty (60) days after the Settlement Administrator mails the Class Notice Packets to Class Members and the last date on which Class Members may submit an Election Not to Participate in Settlement, written objections, and/or dispute regarding the number of workweeks, and in the case of a re-mailing, the Response Deadline will be extended an additional fifteen (15) days. Neither side shall encourage any Class Member to opt out.
25. Settlement means the final and complete disposition of the Action and all related claims effectuated by this Agreement.
26. Settlement Administrator means the third-party settlement administrator proposed by the Parties, as approved by the Court that will be responsible for the administration of the Settlement pursuant to the terms of the Agreement.
27. Settlement Share means each Participating Class Member's share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

31. On September 29, 2022, Plaintiff Atya Tarkington filed a class action against Defendants in the Superior Court of the State of California, County of Los Angeles (Case No. 20STCV31929). In the class action Complaint, Plaintiff asserted claims for the following alleged violations:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, et seq.;

2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
 3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
 4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
 5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
 6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
 9. FAILURE TO PAY SICK WAGES IN VIOLATION OF CAL. LAB CODE §§201-204, 233, 246.
32. On September 29, 2022, Plaintiff Atya Tarkington also filed a PAGA action against Defendants in the Superior Court of the State of California, County of Los Angeles (Case No. 22AVCV00752). In the PAGA Complaint, Plaintiff asserted claims for PAGA penalties due to the following alleged violations:
- Civil Penalties Pursuant to Labor Code§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
33. On April 26, 2024, the Parties participated in an all-day mediation presided over by Michael Loeb, a respected mediator of wage and hour representative and class actions. During the mediation, Plaintiff and Defendants, represented by their respective counsel, reached a settlement which is the subject of this Agreement.
34. On or around July 11, 2024, the Parties memorialized their agreement in the form of a Memorandum of Understanding, which was fully executed on July 11, 2024. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
35. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by

Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

36. **Benefits of Settlement to Plaintiffs and the Class Members.** Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendants' agreement to enter into a settlement that confers substantial benefits upon the Class Members and Defendants' financial condition. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is fair, adequate, and reasonable and is in the best interests of all Class Members.
37. **No Admission of Wrongdoing.** Defendants have taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiff in the Actions, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement and to put to rest the claims alleged in the Actions. Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Actions.

Based on these Recitals that are a part of this Agreement, the Parties agree, subject to the Court's approval, as follows:

III. SETTLEMENT TERMS AND CONDITIONS

41. **Binding Settlement.** This Settlement shall bind the Parties and all Class Members, subject to the terms and conditions hereof and the Court's approval.
42. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendants will pay under this Settlement is Two Hundred Fifty-Five Thousand Dollars Thousand Dollars (\$255,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the

Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.

43. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- a. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000 as Class Representative Service Payment. Defendants will not oppose Plaintiff's request for Court approval of a Class Representative Service Payment of no more than \$10,000. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment who will assume full responsibility and liability for the taxes, penalties, and/or any interest arising as a result of payment of the Class Representative Service Payment. In addition, Plaintiff is separately settling her claim for wrongful termination in accordance with the terms of the Confidential Settlement Agreement, as memorialized in the previously executed individual Confidential Settlement Agreement between Defendants and Plaintiff. The payment for the settlement of the wrongful termination claim is not being made in consideration of the settlement and dismissal of the class claims, PAGA claims, and related individual claims, and these claims are unrelated to Plaintiff's class claims, PAGA claims and individual claims related thereto.
- b. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third (1/3) of the Gross Settlement Amount, which is presently \$84,991.50, as their Class Counsel Fees Payment and an amount not more than \$22,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose Class Counsel's request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$84,991.50, and \$22,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099

will be issued to Class Counsel with respect to those payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The payment of the Class Counsel Fees Payment shall be made as follows: 40% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 60% to Castle Law: California Employment Counsel, PC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses, as awarded by the Court. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs.

- c. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA for Released PAGA Claims that occurred during the PAGA Period and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - d. **To the Settlement Administrator.** The parties have selected ILYM. The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$5,950 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$5,950, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Expenses.
44. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
- a. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid. The Parties recognize that the Settlement Shares to be paid to the Participating Class Members are for

wages, interest, and penalties. The Settlement Administrator's determination of the eligibility for and amount of each Settlement Share shall be binding upon the Class Member and the Parties, yet subject to review by Class Counsel, Defendants' Counsel, and the Court. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

- b. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks during the Class Period to determine a dollar amount per week ("Weekly Rate"); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated based on their respective pay periods worked during the PAGA Period.
- c. **Withholding.**
 - i. Subject to approval by the Court, Twenty Percent (20%) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees' and employer's share of all payroll taxes on the Wage Portion in a timely manner.
 - ii. Subject to approval by the Court, Ninety Percent (80%) of each Participating Class Member's Settlement Share is in settlement of claims for non-wage interest and claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - iii. All monies received by Class Members under the Settlement which are attributable to wages shall constitute income to such Class Members solely in the year in which such monies actually are received by the Class Members. It is expressly understood and agreed that the receipt of Settlement Shares shall not entitle any Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that

Settlement Shares provided for in this Agreement are the sole payments to be made by Defendants to Class Members in connection with this Settlement, with the exception of Plaintiffs, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Shares.

- d. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - e. **Class Size Modification.** Defendants have represented that the class consists of an estimated total of 121 Class Members who worked 10,037 workweeks at any time during the Class Period. If the number of workweeks during the Class Period is later determined to be more than 10% greater than this figure (i.e., if there are 11,041 or more workweeks) Defendants shall pay an additional \$28.50 for every workweek over 11,041. Alternatively, Defendants may choose to cut back the release period to the date on which the number of workweeks is 11,041 workweeks, instead of the Release Period.
45. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) preparing, printing, and mailing the Class Notice Packet to all Class Members; (ii) conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; (iii) re-mailing Class Notice Packets that are returned to the Class Member's new address; (iv) setting up a toll-free telephone number to receive calls from Class Members; (v) receiving and reviewing for validity completed Elections Not to Participate in Settlement; (vi) providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; (vii) calculating Settlement Shares; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) issuing the tax reports required under this Settlement; (x) keeping the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement; and (xi) otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

46. **Monitoring and Reviewing Settlement Administration.** The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Agreement.

47. **Procedure for Approving Settlement.**

a. **Motion for Preliminary Approval of Settlement by the Court.**

- i. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, approving the Class Notice, and thereby provisionally certifying the class for settlement purposes only (the "Motion for Preliminary Approval"). The Parties agree that provisional certification of the class is for settlement purposes only and is in no way an admission by Defendants in the Actions or in any other proceeding that class certification is proper.
- ii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement.
- iii. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

b. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- i. No later than fourteen (14) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.42.b., or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel or the Settlement Administrator. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.
- ii. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The Parties agree that this procedure for notice provides the best notice practicable to Class Members and fully complies with due process.
- iii. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will also email a copy of the re-mailed Class Notice to the Class Member if there is an available email address in the Class Data. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class

Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Class Member shall have his or her Response Deadline for written objections, disputes and opt-outs be extended an additional 15 days. This extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- iv. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Elections), and number of objections received.
- v. Not later than ten (10) days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
- vi. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Class Notice does not receive the Class Notice, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Judgment.

c. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- i. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement,

Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) must be submitted to the Settlement Administrator, postmarked not later than the Response Deadline. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice, however a written objection shall not be invalid simply because it does not contain all of the information requested. If a Class Notice Packet is re-mailed less than fifteen (15) days prior to the Response Deadline, the response date for written objections will be extended an additional fifteen (15) days. Written objections may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement. Absent a finding of good cause by the Court, Class Members who do not submit written objections or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or Defendants' Counsel seek to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement or filing an appeal from the Judgment.

- ii. **Disputes as to Workweeks.** Each Class Member shall also have sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. To so dispute, the Class Member must send a letter to the Settlement Administrator by the Response Deadline stating the reasons why he or she disputes the number of workweeks and provide any supporting documentation. A dispute may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate. If a Class Notice Packet is re-mailed, the Response Deadline for disputes will be extended an additional fifteen (15) days.

- iii. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the Responses Deadline for opt-outs will be extended an additional fifteen (15) days. To be valid, an Election Not to Participate in Settlement must (1) contain the name, address, and telephone number of the Class Member requesting exclusion; (2) be signed by the Class Member; (3) be returned to the Settlement Administrator; and (4) be timely and should comply with the instructions in the Class Notice; however, an Election Not to Participate in Settlement shall not be invalid simply because it does not contain all of the information requested. An Election Not to Participate may also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Right of Defendants to Reject Settlement.** Notwithstanding any other provision included herein, the Parties agree that Defendants retain the right, in the exercise of their sole discretion, to nullify the Settlement within 30 calendar days after expiration of the opt-out period if more than 10% the Class Members opt out of the Settlement. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Defendants.
- e. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- f. **Additional Briefing and Final Approval.**
 - i. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - ii. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties describing the process and results of the administration of the Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing.
 - iii. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
 - iv. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by

Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- v. Concurrent with the filing of the Motion for Final Approval, Class Counsel will provide a form of Judgment to be signed and entered by the Court. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) interpreting, implementing, and enforcing this Agreement and all orders and judgments entered in connection therewith, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. Further, upon the Court's final approval of the Settlement, the Settlement Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry of the Judgment.

- 48. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- 49. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the

meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

50. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator, in any feasible manner, including but not limited to, by way of a wire transfer. If no objection to the Settlement is made, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) calendar days of the Judgment becoming Final. If an objection to the Settlement is made but no appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) calendar days of the running of the appeal period. If an appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) calendar days of the date the Judgment is Final and no longer subject to appeal. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to all Participating Class Members, even if their Class Notice was undeliverable, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, then no portion of the Gross Settlement Amount shall be paid.
51. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. The expiration date of the check must be conspicuously printed on the check. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.
52. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement

Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

53. **Release of Claims.**

- a. **Participating Class Members.** Upon full funding of the Gross Settlement Amount, Defendants shall receive a release from the Participating Class Members of all class claims under the California Labor Code pled or which could have been pled based on the factual allegations contained in the operative complaints or any amendments thereto in the Actions which occurred during the Class Period, and expressly excluding all other claims, including claims for claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA period ("Released Class Claims").
- b. **State of California.** Upon full funding of the Gross Settlement Amount, Defendants shall receive a release from the State of California of all PAGA claims for civil penalties under California Labor Code Sections 2698 *et. seq.*, predicated on the violations of the applicable California Labor Code sections and applicable Wage Orders as alleged in the LWDA Notices submitted by Plaintiffs and the operative complaints which occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
- c. **Plaintiff.** Upon full funding of the Gross Settlement Amount, Plaintiff generally, releases and discharges the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever, arising under federal, state, local, or common laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity, against Defendants or any of the other Released Parties, under federal law or state law against the Released Parties for the time period June 29, 2018 to June 29, 2024 ("Agreement"). ("Plaintiffs' Released Claims"). This release of Plaintiff's Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law

cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits and claims outside the Class Period.

Plaintiff acknowledges that she may discover facts or law different from, or in addition to the facts or law that she knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

- d. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Notwithstanding the foregoing, Plaintiff Atya Tarkington understands that this release includes unknown claims, which includes waiving all rights and benefits afforded by § 1542 of the California Civil Code, which provides:

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

Notwithstanding the foregoing, the waiver and release in the Agreement will not apply to: (a) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (b) rights or claims arising out of the Agreement after the date the Agreement is executed by Plaintiff; (c) rights or claims arising from the Agreement, and (d) Plaintiff's individual wrongful termination claim, which is subject to a separate written agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

- e. **Class Counsel.** Upon full funding of the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.

54. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
55. **Limitation on Public Statements About Settlement.** The Class Representative and Class Counsel will not make any public disclosure of the Settlement or this Confidential Memorandum of Understanding until after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement or this Confidential Memorandum of Understanding until after the Motion for Preliminary Approval is filed. Class Counsel will not include or use the settlement for any marketing or promotional purposes.

IV. MISCELLANEOUS TERMS

56. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendants

or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 57. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.
- 58. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court and/or mediator for resolution. The person(s) signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants she is authorized to sign this Agreement. Further, the Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall not be construed against any of the Parties.
- 59. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
- 60. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, and Class Members are not relying on any statement or representation by the Parties,

Class Counsel, or Defendants' Counsel in this regard. Class Members and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

61. **Circular 230 Disclaimer.** The Parties acknowledge and agree that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties, Class Counsel, or Defendants' Counsel and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.
62. **Modification of Agreement.** Except as set forth in section 49 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
63. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
64. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
65. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
66. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
67. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with

respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Defendants fully fund the Gross Settlement Amount, Class Counsel will return or destroy all such documents and data.

68. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
69. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Timothy D. Del Castillo
Kent L. Bradbury
Castle Law: California Employment Counsel, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Tel: (916) 245-0122
E-Mail: tdc@castleemploymentlaw.com
kb@castleemploymentlaw.com

To Defendant:

Yvonne Arvanitis Fossati
Rachel E. Albert
Jackson Lewis P.C.
725 S. Figueroa Street
Suite 2500
Los Angeles, CA 90017
Tel: (213) 630-8215
E-Mail: Yvonne.Fossati@JacksonLewis.com
Rachel.Albert@JacksonLewis.com

70. **Execution and Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

71. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.
72. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP Section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. The Parties also agree that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Agreement by all parties until the entry of the Final Approval Order and Judgment or if not entered the date this Agreement shall no longer be of any force or effect.
73. **Invalidity of Any Provision.** Before declaring any term or provision of this Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.
74. **Binding Nature of Notice of Class Action Settlement.** It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute the Agreement. The Class Notice shall advise all Class Members of the binding nature of the Settlement, and the release of Released Claims and shall have the same force and effect as if this Agreement were executed by each Class Member.
75. **Nullification of Settlement.** In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Judgment; or (iv) the Settlement does not become final for any other reason (including the Right of Defendants to Reject Settlement), this Agreement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Agreement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Parties. In the event an appeal is filed from the order granting final approval or Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Judgment, or any other appellate review, shall be split 50/50 by Plaintiff and Defendants and paid to the Settlement Administrator.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 09/25/24

Alya Tarkington
Alya Tarkington (Sep 25, 2024 10:17 PDT)

Plaintiff Alya Tarkington

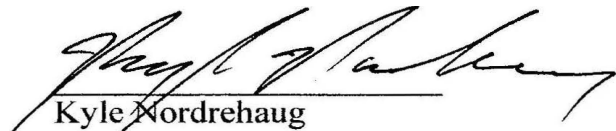
Dated: _____

Denise Navarro
For Defendant Logical Innovations, Inc.

Dated: _____

Denise Navarro
For Defendant Logical-R Joint Venture, LLC

Dated: 9/25/24


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: 09/25/2024


Timothy B. Del Castillo
Castle Law: California Employment Counsel, PC
Attorneys for Plaintiff

Dated: _____


Yvonne Arvanitis Fossati
Rachel E. Albert
Jackson Lewis P.C. Attorneys for Defendant

Dated: _____

Plaintiff Atya Tarkington

Dated: 9/30/2024

**Denise S.
Navarro**

Digitally signed by
Denise S. Navarro
Date: 2024.09.30
12:50:56 -05'00'

Denise Navarro
For Defendant Logical Innovations, Inc.

Dated: 9/30/2024

**Denise S.
Navarro**

Digitally signed by Denise S.
Navarro
Date: 2024.09.30 12:51:07
-05'00'

Denise Navarro
For Defendant The Logical-R Joint Venture, LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorneys for Plaintiff

Dated: _____

Timothy B. Del Castillo
Castle Law: California Employment Counsel, PC

Attorneys for Plaintiff

Dated: _____



Yvonne Arvanitis Fossati
Rachel E. Albert
Jackson Lewis P.C. Attorneys for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVA

4855-5420-8742, v. 1

(Tarkington) Class Action Settlement Agreement Final

Final Audit Report

2024-09-25

Created:	2024-09-25
By:	Kathleen Rodda (kr@castleemploymentlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe2P7kZcVs2u_7q4nOB79nCI0jWpQK4IU

"(Tarkington) Class Action Settlement Agreement Final" History

-  Document created by Kathleen Rodda (kr@castleemploymentlaw.com)
2024-09-25 - 5:02:09 PM GMT
-  Document emailed to Atya Tarkington (atyatarkington@yahoo.com) for signature
2024-09-25 - 5:02:16 PM GMT
-  Email viewed by Atya Tarkington (atyatarkington@yahoo.com)
2024-09-25 - 5:09:46 PM GMT
-  Document e-signed by Atya Tarkington (atyatarkington@yahoo.com)
Signature Date: 2024-09-25 - 5:17:06 PM GMT - Time Source: server
-  Agreement completed.
2024-09-25 - 5:17:06 PM GMT