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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

WILLIAM WATSON, as an individual
on behalf of himself and on behalf of all
others similarly situated,

Plaintiff,

v.

NOTARIZE, INC., a Delaware corporation;
and DOES 1-100, inclusive,

Defendants.

Case No. 30-2023-01310277-CU-OE-CXC

**AMENDED JOINT STIPULATION AND
SETTLEMENT OF CLASS ACTION
AND PAGA CLAIMS**

ASSIGNED FOR ALL PURPOSES TO
JUDGE MELISSA R. McCORMICK,
DEPT. CX104

FAC Filed: March 3, 2023
Trial Date: None Set

1 This Joint Stipulation for Class Action Settlement and Release of Claims is made and entered
2 into by and between Plaintiff WILLIAM WATSON (“Plaintiff”), individually and on behalf of the
3 alleged putative class of all other similarly situated individuals, on the one hand, and Defendant
4 NOTARIZE, INC. (“Defendant”), on the other hand, to resolve the class and representative action
5 wage and hour disputes that led to the above-captioned lawsuit.

6 THE PARTIES STIPULATE AND AGREE as follows:

7 **I. DEFINITIONS**

8 1. **“Aggrieved Employees”** shall mean and refer to all Class Members who are
9 currently or were formerly employed by Defendant at any location in California during the PAGA
10 Period.

11 2. **“Agreement,” “Stipulation,” “Settlement” and “Joint Stipulation”** all mean this
12 document.

13 3. **“Class Counsel”** shall mean Brandon Brouillette, Zachary Crosner, and Jamie Serb
14 of Crosner Legal, PC.

15 4. **“Class Counsel Fees and Costs Payment”** means the amount of attorneys’ fees and
16 costs awarded by the Court pursuant to the terms of this Agreement.

17 5. **“Class Member”** shall mean a member of the Class.

18 6. **“Class”** shall mean all persons currently or formerly employed by Defendant, either
19 directly or through any affiliate, staffing agency, or professional employer organization, as non-
20 exempt, hourly paid employees working in the State of California during the Class Period.

21 7. **“Class Period”** means the time period from March 3, 2019 and ending on the End
22 Date.

23 8. **“Class Representative”** means Plaintiff William Watson.

24 9. **“Class Representative Service Payment”** means the payments to Class
25 Representative William Watson described in Section IV of this Agreement.

26 10. **“Court”** means the Superior Court of California for the County of Orange.
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1 11. **“Court’s Final Order and Judgment”** means the Final Order Approving Class
2 Action Settlement and Judgment in a form to be agreed upon by the Parties and as approved by the
3 Court.

4 12. **“Defendant”** shall mean NOTARIZE, INC. dba PROOF.COM.

5 13. **“Defendant’s Counsel”** shall mean Rebecca Aragon and David S. Maoz of Littler
6 Mendelson.

7 14. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 70 below.

8 15. **“Employee Payroll Taxes”** means the employee portion of all applicable tax
9 withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and
10 withholding of federal, state, and local income taxes.

11 16. **“Employer Payroll Taxes”** means the employer’s share of FICA, FUTA, and all
12 other local, state, and federal payroll taxes and deductions related to the Individual Settlement
13 Payments.

14 17. **“End Date”** means the date upon which preliminary approval is granted and entered
15 by the Court.

16 18. **“Final Approval Hearing”** means the hearing at which the Court shall consider,
17 without limitation, any timely objections to the Settlement from Class Members, testimony from
18 the Parties or their counsel, declarations regarding the settlement process from the Settlement
19 Administrator, and otherwise make a final determination regarding the fairness of the Settlement
20 described herein.

21 19. **“Gross Settlement Amount”** means One-Hundred Eighty-Two Thousand Five-
22 Hundred Dollars and No Cents (\$182,500.00), payable by Defendant as provided by this
23 Agreement and as ordered by the Court. The Gross Settlement Amount is inclusive of the following
24 deductions: all payments to Class Members, the Class Counsel Fees and Costs Payment, the Class
25 Representative’s Service Payment, the Settlement Administration Fees, and the LWDA Payment.

26 20. **“Individual PAGA Payment”** means the payment to be made to Aggrieved
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Employees from the PAGA Payment.

21. **“Individual Settlement Payment”** means the payment to be made to Participating Class Members from the Net Settlement Fund, pursuant to the terms of this Agreement.

22. **“Individual Settlement Share”** means the gross amount of the Net Settlement Amount that a Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Class Member during the Class Period if he or she does not submit a timely and valid Request for Exclusion.

23. **“Litigation”** means the lawsuit entitled *Watson v. Notarize, Inc.*, Orange County Superior Court, Case No. 30-2023-01310277-CU-OE-CXC.

A. **“LWDA Payment”** means the payment to the LWDA for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked in the PAGA Period, as further set out herein.

24. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after making the deductions described in Paragraph 19. The Net Settlement Fund shall be allocated among the Participating Class Members and Aggrieved Employees according to the formula and other terms described in Section VI of this Agreement.

25. **“Non-Participating Class Member”** means a putative Class Member who submits a timely and valid request to opt-out of the Settlement.

26. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action in the form attached hereto as **Exhibit A**, the Request for Exclusion Form in the form attached hereto as **Exhibit B**, and the Objection Form in the form attached hereto as **Exhibit C**, and as approved by the Court.

1 27. **“Operative Complaint”** means the First Amended Complaint on file in the
2 Litigation.

3 28. **“Participating Class Member”** means a Class Member who does not timely and
4 validly opt out of the Settlement.

5 29. **“PAGA”** means the California Labor Code Private Attorneys General Act,
6 California Labor Code §§ 2698, *et seq.*

7 30. **“PAGA Payment”** means the Five Thousand Dollar (\$5,000.00) payment payable
8 to Aggrieved Employees, which would be in addition to their Individual Settlement Share so long
9 as they do not opt out of the Settlement.

10 31. **“PAGA Period”** means the time period from March 3, 2022 through the End Date.

11 32. **“Parties”** shall refer collectively to Plaintiff and Defendant, each of whom is a
12 “Party.”

13 33. **“Preliminary Approval of the Settlement”** means the Court’s preliminary
14 approval of the Settlement.

15 34. **“Released Parties”** collectively means: (a) Defendant; (b) Defendant’s respective
16 past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors,
17 successors, and assigns; and (c) the past, present, and future shareholders, directors, owners,
18 officers, directors, agents, representatives, , attorneys, assigns, insurers, re-insurers and the
19 predecessors, successors, and assigns of any of the foregoing.

20 35. **“Released Claims”** means the following:
21 a. **Release as to All Participating Class Members.** Effective only upon the entry
22 of an Order granting Final Approval of the Settlement, entry of Judgment, and
23 payment by Defendant to the Settlement Administrator of the full Gross
24 Settlement Amount and Employers’ Taxes necessary to effectuate the
25 Settlement, CLASS REPRESENTATIVE and all members of the Settlement
26 Class, except those that make a valid and timely request to be excluded from the
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1 Class, waive, release, and discharge any and all claims against the Released
2 Parties, of any of them, that were alleged in the Litigation or which could have
3 reasonably been alleged based on the facts asserted in the Litigation. These
4 claims include, but are not limited to: (1) recovery of unpaid minimum wages
5 and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to
6 provide meal periods of compensation in lieu thereof; (4) failure to provide rest
7 periods or compensation in lieu thereof; (5) failure to furnish accurate itemized
8 wage statements; (6) failure to timely pay all wages due upon separation of
9 employment; (7) failure to reimburse business expenses; and, (8) unfair
10 competition.. (“Class Released Claims”). As to the PAGA claims, only those
11 Class Members who worked during the PAGA Period will release any and all
12 claims against the Released Parties, or any of them, for civil penalties under
13 PAGA that were alleged in the Litigation or which could have reasonably been
14 alleged based on the facts asserted in the Litigation and the PAGA Notice.,
15 (“PAGA Released Claims” and, collectively with Class Released Claims,
16 “Released Claims”).

17 b. **General Release by Named Plaintiff Only.** In addition to the release made in
18 Paragraph 354(a), Plaintiff makes the additional following general release of
19 all claims, known or unknown. Upon the date that the settlement is considered
20 final as defined in Paragraph 70, Plaintiff releases the Released Parties, or of
21 any of them, from all claims, demands, rights, liabilities and causes of action
22 of every nature and description whatsoever, known or unknown, asserted or
23 that might have been asserted, whether in tort, contract, or for violation of any
24 state or federal statute, rule or regulation arising out of, relating to, or in
25 connection with any act or omission by or on the part of each of the Defendant.

26 36. **“Settlement”** means the Parties’ agreement to settle the Litigation on the terms
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described in this Agreement.

37. “**Settlement Administrator**” means the third-party administration firm selected by the Parties and approved by the Court. The Parties have agreed to propose Phoenix Class Action as the Settlement Administrator for the Court’s consideration and approval.

38. “**Settlement Administration Fees**” means the amount of fees and costs incurred by the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement.

II. THE LITIGATION

39. Procedural History. On March 3, 2023, Plaintiff filed the Class Action Complaint that included causes of action for: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; and, (8) unfair competition. Defendant filed an Answer generally and specifically denying the material allegations of the Complaint and setting forth numerous affirmative defenses thereto. On August 25, 2023, Plaintiff filed a First Amended Complaint containing the same causes of action as the original Complaint and adding an additional claim for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code sections 2698, *et seq.* Defendant filed an answer generally and specifically denying the material allegations in the Complaint and setting forth numerous affirmative defenses thereto.

40. Investigation and Discovery. Class Counsel has conducted a thorough investigation of the facts in the Litigation and have diligently pursued an investigation of Class Members’ claims against Defendant. The parties have engaged in a substantial investigation in connection with the Litigation, including an informal exchange of a large volume of information, including confidential information, regarding the claims asserted in the Litigation, the defenses available to Defendant, and other relevant issues. Defendant has produced, and Class Counsel have reviewed and analyzed, relevant personnel and payroll information for Plaintiff and all Class Members, as well as

1 Defendant's policies and procedures as they relate to Plaintiff and the Class Members' employment
2 with Defendant.

3 41. Mediation. On November 7, 2023, the Parties participated in an all-day mediation
4 with mediator Steven G. Mehta. At the conclusion of the mediation, the Parties agreed to resolve
5 the matter as stated herein and entered into a Memorandum of Understanding memorializing the
6 settlement agreement.

7 42. No Admission of Liability. The Parties have entered into this Settlement in order
8 to reduce the risks and costs of further litigation, and to avoid further business distractions.
9 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the
10 Litigation, including all allegations made in the First Amended Complaint filed in the Litigation.
11 Defendant further contends that, for any purpose other than settlement, this Litigation is not
12 appropriate for class treatment. Among other things, Defendant contends that it complied in good
13 faith with California wage and hour laws and the California Business and Professions Code.

14 43. Inadmissibility of Agreement. Whether or not the Court fails to grant Final
15 Approval of the Settlement, neither this Agreement, nor any of its terms, nor any document,
16 statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof,
17 shall in any event be: (i) construed as, offered or admitted in evidence as, received as, or deemed
18 to be evidence for any purpose adverse to the Released Parties, including, but not limited to,
19 evidence of a presumption, concession, indication or admission by any of the Released Parties of
20 any liability, fault, wrongdoing, omission, concession or damage except for purposes of settling
21 this Action or enforcing the Released Claims contained herein pursuant to the terms of this
22 Agreement; (ii) disclosed, referred to or offered or received in evidence against any of the Released
23 Parties in any further proceeding in the Litigation or any other civil, criminal or administrative
24 action or proceeding except for purposes of settling this Litigation or enforcing the Released Claims
25 contained herein pursuant to the terms of this Agreement; or (iii) used in any other way or for any
26 other purpose except for purposes of settling this Litigation or enforcing the Released Claims
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1 contained herein pursuant to the terms of this Agreement.

2 44. Fair, Reasonable, and Adequate Settlement. Based on the investigation summarized
3 above, Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement
4 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts
5 and circumstances, including the risk of significant delay, defenses asserted by Defendant,
6 unresolved legal issues that could have a material impact on the outcome of the Litigation, and
7 numerous potential appellate issues. The Parties recognize that the issues presented in the Litigation
8 are likely only to be resolved after extensive and costly pretrial proceedings, including a dispute as
9 to whether any of the claims asserted can be certified as a class action, and that further litigation
10 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the
11 potential benefits of continued litigation. The Parties agree that they have taken into account the
12 risk and uncertainty of the outcome inherent in any complex litigation of this nature.

13 **III. SETTLEMENT AMOUNT**

14 45. Consideration. Unless escalated pursuant to the terms of this Agreement, the Gross
15 Settlement Amount that Defendant will be required to pay in connection with the Settlement is
16 One-Hundred Eighty-Two Thousand and Five-Hundred Dollars and Zero Cents (\$182,500.00). The
17 Gross Settlement Amount is inclusive of all payments to Class Members, the Class Counsel Fees
18 and Costs Payment, the Class Representative's Service Payment, the Settlement Administration
19 Fees, the LWDA Payment, the PAGA Payment, and each individual Class Member's share of
20 Employee Payroll Taxes, and any other applicable withholdings required by law. It does not
21 include Defendant's share of Employer Payroll Taxes.

22 **B. Tax Treatment of Payments to Participating Class Members.** Each Individual
23 Settlement Payment shall be allocated as follows: 20% as wages (to be reported on an IRS Form
24 W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual
25 PAGA Payment shall be allocated entirely as penalties. The Parties agree that the Employee Payroll
26 Taxes with respect to the wage-portion of the Individual Settlement Payment will be withheld from
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1 the Individual Settlement Payment. The amount of federal income tax withholding will be based
2 upon a flat withholding rate for supplemental wage payments in accordance with Treasury
3 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be
4 made pursuant to applicable state and/or local withholding codes or regulations.

5 46. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
6 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
7 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
8 PARTY”) ACKNOWLEDGES AND AGREES THAT (i) NO PROVISION OF THIS
9 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
10 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
11 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
12 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
13 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
14 PART 10, AS AMENDED); (ii) THE ACKNOWLEDGING PARTY (A) HAS RELIED
15 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
16 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
17 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (iii) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
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TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

47. Uncashed Checks. This is a “non-reversionary” settlement. Under no circumstances will any of the settlement revert to Defendant. Participating Class Members will not have to make a claim in order to receive a distribution. Distributions, in the form of Individual Settlement Payments, will be made directly to each Participating Class Member and Individual PAGA Payments to each Aggrieved Employee. Any settlement checks remaining uncashed for more than 180 days after mailing shall be delivered to the California State Controller Unclaimed Property Division.

48. PAGA Penalty Allocation. From the Gross Settlement Amount, Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated as PAGA penalties. From this amount, seventy-five percent (75%), or \$15,000.00, shall be paid to the LWDA (*i.e.*, the LWDA Payment), and the remaining twenty-five percent (25%), or \$5,000.00, shall be distributed to Aggrieved Employees (*i.e.*, the PAGA Payment).

IV. CLASS REPRESENTATIVE SERVICE PAYMENT

49. As part of the Agreement, Defendant agrees not to oppose Plaintiff’s application to the Court for individual Class Representative Service Payments of Ten-Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff WILLIAM WATSON, who has served as a Class Representative, in addition to any payments he is otherwise entitled to as a Class Member and/or Aggrieved Employees, which is to be paid out of the Gross Settlement Amount.

50. Should the Court approve a lesser amount for the Class Representative Service Payment, the difference shall be added back to the Net Settlement Fund to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

51. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 reflecting the Class Representative Service Payment paid to him.

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V. ATTORNEYS' FEES AND COSTS

52. As part of the Agreement, Defendant agrees not to oppose an application by Plaintiff to the Court for Class Counsel fees in the amount of up to one-third (33.33%) of the GSA (not to exceed \$60,833.33) plus actual attorneys' costs and expenses not to exceed Fifteen-Thousand Dollars and Zero Cents (\$15,000.00), upon proof provided to the Court.

53. Should the Court approve a lesser amount of Class Counsel fees and costs payment than what is sought by Class Counsel, the difference shall be added back to the Net Settlement Fund to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

54. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

VI. CLASS MEMBER DISTRIBUTION FORMULA

55. Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Pay Periods worked by each Aggrieved Employee during the PAGA Period ("Aggrieved

Employee's Pay Periods"), as well as the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period ("PAGA PAGA Pay Periods").

B. To determine each Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Individual Settlement Payment, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Payment = (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

E. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's PAGA Pay Periods ÷ PAGA Pay Periods) x \$5,000.00 (the PAGA Payment).

F. A Settlement Class Member who is also an Aggrieved Employee who submits a valid Request for Exclusion will nevertheless be bound by the release of the PAGA Released Claims and will still receive their Individual PAGA Payment.

G. Participating Class Members' Individual Settlement Payments and Aggrieved Employees' Individual PAGA Payments shall be paid by way of check. In the event that a Participating Class Member is also an Aggrieved Employee, one check may be issued aggregating both amounts payable to the Participating Class Member/Aggrieved Employee.

56. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, including all allegations made in the Operative Complaint. Nothing in the allocation formulas in this section shall be deemed an admission that any Class Member has stronger or weaker claims than any other Class Member.

VII. SETTLEMENT ADMINISTRATION

57. Settlement Administrator. The Parties have agreed to and will request that the Court appoint Phoenix Class Action as Settlement Administrator for this Settlement.

58. Class Counsel. The Parties stipulate and agree to propose to the Court that Brandon Brouillette, Zachary Crosner, and Jamie Serb of Crosner Legal, PC be appointed as Class Counsel to carry out the duties described in this Agreement.

59. Stipulation to Conditional Certification. The Parties stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Joint Stipulation, as an opt-out class (the “**Class Stipulation**”). More specifically, the Parties agree as part of the Joint Stipulation that, for settlement purposes only, the legal requirements for an opt-out class are satisfied. This conditional Class Stipulation is made solely for purposes of the Settlement. The Class Stipulation is in no way an admission that class action certification is proper, and neither this Joint Stipulation nor the Class Stipulation will be admissible in this or any other action or proceeding as evidence either that (i) the claims advanced in the Litigation, or any other class, collective, or representative action claims, should be certified, or that (ii) the Released Parties are liable to Plaintiff or Class Members.

60. Provision of Class Data to Settlement Administrator. Within ten (10) calendar days from the date of Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator each Class Member’s: (a) name; (b) last known address; (c) hire and termination dates during the Class Period, from which the Settlement Administrator may determine the total number of workweeks worked by Class Members during the Class Period and PAGA Period; and (d) Social Security Number (the “**Class Data**”). The Class Data shall be based on DEFENDANT’s payroll and available business records in a format acceptable to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members’ addresses against those on file with the U.S. Postal Service’s National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone,

except as required by applicable tax authorities and to Class Counsel upon their request, pursuant to Defendant's express written consent, or by order of the Court.

VIII. NOTICE AND CLASS MEMBER APPROVAL PROCESS

61. Notice to Putative Class Members. Within seven (7) calendar days following the Settlement Administrator's receipt of the Class Data, the Notice of Proposed Settlement ("**Class Notice** or "**Notice**") shall be sent by the Settlement Administrator to the Class Members, by first class mail. The Class Notice will include, non-exclusively:

- a. Contact information for Class Counsel;
- b. The address for a website, maintained by the Settlement Administrator or Class Counsel, that has links to the notice, motions for approval and for attorneys' fees, and any other important documents in the case;
- c. Instructions on how to access the case docket online or in person at the court;
- d. The date of the final approval hearing and clearly state that the date may change without further notice to the class;
- e. An advisement to Class Members to check the settlement website or the Court's website to confirm that the hearing date has not been changed;
- f. Information regarding the nature of the Litigation, including a summary of the substance of the Settlement, the Class definitions, and the formula used in calculating the Individual Settlement Payments;
- g. Information about the ability to opt out of the Settlement and the process for doing so, and the Request for Exclusion Form;
- h. Information about the ability to object to the Settlement and the process for doing, and the Objection Form;
- i. The time period during which the Class Member worked during the Class Period; and

j. The Class Member's estimated Individual Settlement Share and Individual PAGA Payment, if any.

If the information listed on the Class Notice is disputed, the Class Member disputing the information may produce information to the Settlement Administrator through the dispute process described in Paragraph 66 below.

IX. APPROVAL PROCESS

62. Opt-In Not Required. Class Members are not required to submit any type of claim form in order to receive settlement payments from the Settlement Administrator. However, if a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Notice to the updated address *via* first-class regular U.S. Mail indicating on the original Notice the date of such re-mailing. Where a Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a "skiptrace" search to obtain an updated address. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members where necessary. Notices will be re-mailed by the Settlement Administrator to any Class Member for whom an updated address is located.

63. Opt-Out. Class Members who request exclusion from the Settlement in accordance with the terms set forth in the Class Notice will be deemed timely only if postmarked on or before forty-five (45) calendar days following the date of initial mailing of the Notice by the Settlement Administrator, or, if the Class Notice was re-mailed to that Class Member, fifteen (15) calendar days after the remailing, whichever is later ("**Response Deadline**"). The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

64. Effect of Opt-Out. Class Members who validly and timely opt-out of the Class will not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or comment thereon, except that the opt-out provision shall not affect their release and participation in the PAGA Settlement if the Class Member is also an

1 Aggrieved Employee. Class Members who do not submit a valid and timely request for exclusion
2 shall be bound by all the terms of this Agreement and any final judgment or order in this Litigation,
3 and shall be deemed to have waived all unstated objections and opposition to the fairness,
4 reasonableness, and adequacy of this Agreement. If 10% or more of the Class Members opt out,
5 Defendant shall have the right to rescind this Stipulation and the parties' settlement in its sole and
6 absolute discretion. However, in such an event, Defendant shall be solely responsible for payment
7 of the Settlement Administrator's fees and costs in administration caused by way of this
8 Agreement.

9 65. Opt-Out List. Upon expiration of the Response Deadline and at any time upon
10 request, the Settlement Administrator shall provide counsel for the Parties with a complete list of
11 all Class Members who have timely requested exclusion from the Class.

12 66. Disputes Regarding Class Data. If a Class Member disputes the number of
13 workweeks listed on the Notice, the Class Member may produce evidence to the Settlement
14 Administrator indicating the number of workweeks contended to have been worked in the Class
15 Period and/or pay periods worked during the PAGA Period. Defendant's records will be presumed
16 determinative, absent evidence to rebut their records, but the Settlement Administrator will evaluate
17 the evidence submitted by the Class Member and provide the evidence submitted to the Parties and
18 their counsel who agree to meet and confer in good faith about the evidence to determine the Class
19 Member's actual number of workweeks worked in the Class Period and/or pay periods worked in
20 the PAGA Period and estimated Individual Settlement Payment and/or Individual PAGA Payment.
21 If the Parties and their counsel are unable to agree, they agree to submit the dispute to the Settlement
22 Administrator to render a decision, subject to final review by the Court. Plaintiff shall lodge with
23 the Court for in camera review with the final approval papers all disputes, all evidence submitted,
24 and the resolution of the disputes. The deadline to dispute the number of workweeks or pay periods
25 is the Response Deadline.

26 67. Objection to Settlement. Any Class Member who has not submitted a request for
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1 exclusion may object to this Joint Stipulation, or any portion thereof, by filing a written objection
2 with the Court or by appearing at the Final Approval Hearing in person or through counsel of their
3 choice. Any written objection or supporting papers, if any, shall be mailed to the Settlement
4 Administrator at the address that is set forth in the Class Notice, and the Settlement Administrator
5 shall provide the objection to the Parties' counsel within three (3) calendar days of receipt.
6 Moreover, the Settlement Administrator shall attach any written objections to their Declaration
7 referenced above and Class Counsel shall file the same in conjunction with the Motion for Final
8 Approval of the Settlement. To be timely, all objections must be postmarked by the Response
9 Deadline. A written objection must contain the objecting person's full name, current address, and
10 include all objections and the reasons therefore.. If a Class Member both opts out and objects to
11 the Settlement, the opt-out shall control and the objection shall be deemed moot and thus overruled.

12 68. Appearance at Final Approval Hearing. If a Participating Class Member wishes to
13 appear at the Final Approval Hearing and present his or her objection to the Court orally, he or she
14 may do so whether or not he or she timely objected in writing by the Response Deadline. Any
15 Participating Class Member who files an objection remains eligible to receive monetary
16 compensation from the Settlement. The Parties shall not be responsible for any fees, costs, or
17 expenses incurred by any Class Member and/or her counsel related to any objections to the
18 Settlement and/or appeals arising therefrom.

19 69. Deadline for Cashing Settlement Checks; Delivery to State Controller's Office
20 Unclaimed Property Division. Participating Class Members shall have 180 days from the date
21 checks are mailed by the Settlement Administrator to cash the checks representing their Individual
22 Settlement Payments and/or Individual PAGA Payments. If any such checks mailed remain
23 uncashed after the expiration of this period, or an envelope mailed to a Participating Class Member
24 is returned and no forwarding address can be located for that individual after reasonable efforts
25 have been made, including a "skiptrace" of any returned checks to find a more current address,
26 then any uncashed checks will be promptly delivered to the California State Controller Unclaimed
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Property Division.

70. Effective Date of Settlement. The Settlement shall become effective when the Settlement is considered as “Final.” For purposes of this Agreement, “Final” means: (i) in the event that the Settlement has received final approval by the Court and there were no timely objections filed or presented, or that any timely objections have been withdrawn, then the date of the Court’s Order granting final approval of the Settlement; or, (ii) in the event that one or more timely objections has/have been filed or presented and not withdrawn at the time of final approval, then upon the passage of the applicable date for an objector to seek appellate review of the trial court’s order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the event that a timely appeal of the court’s order of final approval has been filed, then when the applicable appellate court has rendered a final decision or opinion affirming the Superior Court’s final approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the appellant.

X. DELIVERY OF FUNDS TO SETTLEMENT ADMINISTRATOR

71. Within twenty (20) business days after the Settlement is considered “Final” as described in Paragraph 70 above, Defendant shall make a one-time deposit of the Gross Settlement Amount (as defined in Paragraph 19) into a qualified settlement account to be established by the Settlement Administrator. The Settlement Administrator shall promptly calculate Defendant’s share of applicable Employer Payroll Taxes and notify Defendant of that amount, which shall be remitted by Defendant to the Settlement Administrator within fourteen (14) calendar days after the Settlement is considered “Final”, or as soon thereafter as reasonably practicable.

72. The Gross Settlement Amount shall be used to pay the following, in amounts finally approved by the Court:

- a. The Individual Settlement Payments and Individual PAGA Payments to all Participating Class Members and/or Aggrieved Employees, as

- calculated by the Settlement Administrator;
- b. The Class Representative Service Payment;
- c. The Settlement Administration Fees;
- d. The LWDA Payment; and,
- e. Class Counsel Fees and Costs.

XI. DISTRIBUTION OF FUNDS

73. Within ten (10) calendar days after receipt of Defendant's payment of the Gross Settlement Amount to fund the Settlement as provided in this Agreement, the Settlement Administrator shall do the following:

- a. Mail the Individual Settlement Payment and Individual PAGA Payment, if applicable, to each Class Member's last-known address, as determined from the Class Notice process;
- b. Disburse, by such means as Class Counsel may direct, the amount of the Class Representative Service Payments and Class Counsel Fees and Costs Payment;
- c. Calculate, withhold, and remit to applicable governmental agencies each employee's Employee Payroll Taxes, on the wage portion of the settlement payments to Participating Class Members in accordance with this Agreement, as well as remit the Employer Payroll Taxes on the wage portion of the settlement to applicable government agencies;
- d. Mail the LWDA Payment approved by the Court to the LWDA with the cover letter provided by Class Counsel.
- e. Disburse Settlement Administration Fees.

XII. RELEASE OF CLAIMS

74. Participating Class Members' Release. The Parties desire to fully, finally, and forever settle, compromise, and discharge the Released Claims set forth in Paragraph 35(a). Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of

Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, each and every Participating Class Member, including PLAINTIFF, hereby release and discharge the Released Parties, and each of them, from the Class Released Claims, while, to the extent applicable by law, the State of California and Aggrieved Employees release and discharge the Released Parties from the PAGA Released Claims.

75. Scope of Class Members' Release. The Parties intend that the Settlement described in this Agreement will release, whether by lawsuit, administrative claim (to the extent permitted by law) or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members, any and all rights to obtain a recovery based on their assertion of the Released Claims, or any of them. The Class Members shall be so notified in the Class Notice to the Class. This paragraph does not apply to the Class Released Claims in connection with any Class Member who timely and validly opts out of the Settlement.

XIII. RETENTION OF JURISDICTION

76. Jurisdiction. The Parties stipulate that the Court shall retain jurisdiction over any further disputes relating to this Agreement, the implementation of the Agreement, the interpretation of the Agreement or any of its terms, or further issues regarding the claims in the Litigation, until the Settlement Administrator and the Parties notify the Court that all issues have been resolved and the Settlement has been fully effectuated. The Parties shall endeavor to give such notice within 180 days from the Final Approval Order.

XIV. GENERAL PROVISIONS

77. Appointment of Class Counsel. For purposes of this Joint Stipulation and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement pursuant to this Joint Stipulation.

78. Class Workweeks. Defendant represents that there are a total of fifty-one (51) total Class Members in the Class, which includes sixteen (16) Aggrieved Employees covered by PAGA

1 during the PAGA Period. To the extent there is an increase of the Class Members beyond 60 total
2 by the End Date, the GSA shall be increased by a pro rata amount per Class Member, or
3 alternatively, and subject to Defendant's sole discretion, Defendant may decide to shorten the Class
4 Period in order to exclude any such potential Class Member(s) from this settlement in lieu of
5 increasing the GSA.

6 79. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement
7 is not approved and does not become "Final," any Settlement Administration Fees incurred as a
8 result of administration of the failed Settlement shall be borne equally by the Parties, unless the
9 Settlement Agreement is withdrawn from unilaterally by Defendant pursuant to Paragraphs 64
10 and/or 82, in which event Defendant shall be solely responsible for payment of the Settlement
11 Administrator's fees and costs arising by virtue of administration of this Settlement.

12 80. No Prior Assignments. The Parties and their counsel represent, covenant, and
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
14 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
15 action, cause of action or right herein released and discharged.

16 81. Interpretation. The Parties have had a full opportunity to negotiate the terms and
17 conditions of this Agreement, with the assistance of a neutral mediator. Accordingly, the Parties
18 expressly waive the common-law and statutory rule of construction that ambiguities should be
19 construed against the drafter of an agreement. The Parties agree that the language in this Agreement
20 shall not be construed in favor or against any Party. The Parties further agree, covenant, and
21 represent that the language in all parts of this Agreement shall be in all cases construed as a whole,
22 according to its fair meaning. Each term of this Agreement is contractual and not merely a recital.

23 82. Rescission. The Parties agree that if, at any time before the Effective Date, any
24 material portion of the Released Claims or the consideration to be paid for the class action
25 settlement or PAGA settlement is determined to be illegal, invalid, or unenforceable without
26 material change thereto, then the Parties agree to meet and confer in order to attempt to resolve
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1 outstanding issue(s) and to seek the help of Mediator Steven G. Mehta to resolve any dispute they
2 are unable to resolve informally. If the Parties cannot resolve such issue(s), this Agreement shall
3 be rescindable at the option of either Party. The rescinding party must rescind by written notice
4 filed with the Court and served on counsel for the opposing party within ten (10) calendar days
5 after any order or written ruling that declares any such portion to be illegal, invalid, or
6 unenforceable. However, the non-rescinding party shall have an opportunity to seek enforcement
7 of the Settlement in such an event on the basis that the change by the Court is not material. Should
8 rescission be unopposed or upheld by the Court, the rescinding party will be responsible for paying
9 any Settlement Administration Fees incurred as a result of administration of the failed Settlement.

10 83. Effect If No Final Approval. If the Court denies final approval of the Settlement
11 without indicating that it would approve the Settlement if non-material changes are made, then this
12 Settlement shall become null and void. If the Settlement is voided through any of the mechanisms
13 described herein, the Parties will have no further obligations under the Settlement, including any
14 obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would
15 have been owed under this Settlement.

16 84. Cooperation. The Parties agree to fully cooperate with each other to accomplish the
17 terms of this Agreement, including but not limited to, executing such documents and to taking such
18 action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall
19 use their best efforts, including all efforts contemplated by this Agreement and any other efforts
20 that may become necessary by order of the Court, or otherwise, to effectuate the terms of this
21 Agreement. As soon as practical after execution of this Agreement, Class Counsel shall, with the
22 assistance and cooperation of Defendant and its counsel, take all reasonable and necessary steps to
23 secure the Court's final approval of this Agreement.

24 85. Dispute Resolution; Attorneys' Fees and Costs. Prior to instituting legal action to
25 enforce the provisions of this Agreement or to declare rights and/or obligations under this
26 Agreement, a party shall provide written notice to all parties and an opportunity to cure the alleged
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1 deficiencies, and the Parties agree to seek the help of Mediator Steven G. Mehta to resolve any
2 dispute they are unable to resolve informally. During this period, the Parties shall bear their own
3 attorneys' fees and costs. If either of the Parties institute a legal action or other proceeding against
4 any other party to enforce the provisions of this Agreement, move to enforce their rights in the
5 Action, or to declare/enforce rights and/or obligations under this Agreement, the successful party
6 shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs at the
7 Court's discretion. This provision shall not apply to any legal action or other proceeding instituted
8 by any person or entity other than the Parties.

9 86. Notice Requirements. Unless otherwise specifically provided herein, all notices,
10 demands, or other communications given hereunder shall be in writing and shall be deemed to have
11 been duly given as of the fifth business day after mailing by United States registered or certified
12 mail, return receipt requested, or after the third calendar day after an e-mail is provided, addressed
13 as follows:

14 To CLASS REPRESENTATIVE and the Class:

15 **CRONER LEGAL, PC.**
16 Brandon Brouillette (SBN 273156)
17 bbrouillette@crosnerlegal.com
18 Zachary M. Crosner (SBN 272295)
19 zach@crosnerlegal.com
20 Jamie Serb (SBN 289601)
21 jamie@crosnerlegal.com
22 CROSNER LEGAL, PC
23 9440 Santa Monica Blvd., Suite 301
24 Beverly Hills, CA 90210
25 Tel: 1-866-276-7637
26 Fax: (310) 510-6429

27 To DEFENDANT:

28 Rebecca Aragon, Bar No. 134496
raragon@littler.com
LITTLER MENDELSON P.C.
633 West 5th Street, 63rd Floor
Los Angeles, California 90071

1 Tel: 213.443.4300; Fax: 213.443.4299

2 David S. Maoz, Bar No. 233857
3 dmaoz@littler.com
4 LITTLER MENDELSON P.C.
5 2049 Century Park East, 5th Floor
6 Los Angeles, California 90067.3107
7 Tel: 310.553.0308; Fax: 310.553.5583

8 83. Entire Agreement. This Joint Stipulation constitutes the entire agreement between
9 the Parties and their respective counsel relating to the Settlement, this Joint Stipulation, and the
10 transactions contemplated thereby. All prior or contemporaneous agreements, understandings,
11 representations, and statements, whether oral or written and whether by a Party or such Party's legal
12 counsel, are merged herein. No rights hereunder may be waived except in writing.

13 84. Notice to Class Members. Counsel for the Parties agree that because the members of
14 the Class are so numerous, it is impossible or impractical to have each member of the Class execute
15 this Agreement. The Notice of Proposed Settlement, attached as **Exhibit A** hereto, will advise all
16 Class Members of the binding nature of the release, and the release shall have the same force and
17 effect as if this Agreement were executed by each member of the Class.

18 85. Warranty of No Prior Assignment. The Parties represent, covenant, and warrant that
19 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
20 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
21 cause of action, or rights herein released and discharged.

22 86. No Modification by Extrinsic Evidence. With respect to the subject matter hereof,
23 except this Agreement, the Parties acknowledge that no representations, statements, or promises
24 made by the other party, or by their respective agents or attorneys, have been relied upon in entering
25 into this Agreement. The Parties explicitly recognize California Civil Code section 1625 and
26 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
27 construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and
28 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict

1 the terms of this Agreement.

2 87. Modification in Writing. This Agreement may be modified or amended only if such
3 modification or amendment is agreed to in writing and signed by the duly authorized representatives
4 of the parties hereto, and approved by the Court which writing shall expressly state the intent of the
5 parties to modify this Agreement.

6 88. Enforceability. If the Court finds any material provision of this Agreement to be
7 unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other
8 provision of this Agreement, no distributions shall be required until Final Approval.

9 89. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit
10 of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and
11 affiliated corporations and partnerships, past and present, and trustees, directors, officers,
12 shareholders, partners, agents and employees, past and present, of the Parties and the Released
13 Parties.

14 90. Counterparts. This Agreement may be executed in counterparts and/or electronic
15 and/or facsimile signatures, and when each party has signed and delivered at least one such
16 counterpart, electronic and/or facsimile signature, each said signature shall be deemed an original,
17 and, when taken together with other signed counterparts, shall constitute one Joint Stipulation,
18 which shall be binding upon and effective as to all parties.

19 91. Governing Law. This Agreement shall be subject to, governed by, construed,
20 enforced and administered in accordance with the laws of the State of California, both in its
21 procedural and substantive aspects.

22 92. Notice of Judgment. The Settlement Administrator shall provide notice of the Final
23 Judgment entered by posting the same on its website for a period of no less than one (1) year.

24 THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING
25 AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED
26 THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF
27
28

1 ITS CONSEQUENCES.

2 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s)
3 indicated on the lines below.

4 Dated: November 19, 2024

William Watson, on behalf of himself and all
5 others similarly situated

6
7 By: William Watson
8 William Watson

9 Dated: November __, 2024

10 By: _____
11 For: Notarize, Inc.
12 By:
13 Its:

14 APPROVED AS TO FORM:

15 Dated: November 19, 2024

CROSNER LEGAL, PC

16
17 By: 
18 BRANDON BROUILLETTE
19 ZACHARY CROSNER
20 Attorneys for Plaintiff
21 WILLIAM WATSON, the Putative Class,
22 and the Aggrieved Employees

23 Dated: November __, 2024

LITTLER MENDELSON, P.C.

24 By: _____
25 REBECCA ARAGON
26 DAVID S. MAOZ
27 Attorneys for Defendant
28 NOTARIZE, INC.

4883-8071-9509.1 / 112221-1010

1 ITS CONSEQUENCES.

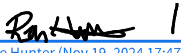
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3 indicated on the lines below.

4 Dated: November ___, 2024

William Watson, on behalf of himself and all
5 others similarly situated

6
7 By: _____
William Watson

8
9 Dated: November 19, 2024

10 By:  /
Renee Hunter (Nov 19, 2024 17:47 AST)
11 For: Notarize, Inc.
By: Renee Hunter
12 Its: General Counsel

13
14 APPROVED AS TO FORM:

15 Dated: November ___, 2024

CROSNER LEGAL, PC

16
17 By: _____
BRANDON BROUILLETTE
ZACHARY CROSNER
Attorneys for Plaintiff
18 WILLIAM WATSON, the Putative Class,
19 and the Aggrieved Employees

20
21 Dated: November ___, 2024

LITTLER MENDELSON, P.C.

22
23 By: _____
REBECCA ARAGON
DAVID S. MAOZ
Attorneys for Defendant
24 NOTARIZE, INC.

25 4883-8071-9509.1 / 112221-1010

1 ITS CONSEQUENCES.

2 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s)
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5 others similarly situated

6
7 By: _____
William Watson

8
9 Dated: November ___, 2024

10 By: _____
For: Notarize, Inc.
11 By:
12 Its:

13
14 APPROVED AS TO FORM:

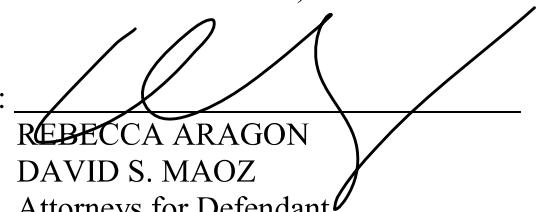
15 Dated: November ___, 2024

CROSNER LEGAL, PC

16
17 By: _____
BRANDON BROUILLETTE
18 ZACHARY CROSNER
Attorneys for Plaintiff
19 WILLIAM WATSON, the Putative Class,
and the Aggrieved Employees

20
21 Dated: November 19, 2024

LITTLER MENDELSON, P.C.

22
23 By:  _____
REBECCA ARAGON
24 DAVID S. MAOZ
Attorneys for Defendant
25 NOTARIZE, INC.

26
27
28 4883-8071-9509.1 / 112221-1010