

SETTLEMENT AGREEMENT – PAGA CLAIMS

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff ZAHRA ASAL EMAMI (“Plaintiff”), for herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendants DIVA, INC., PHILIPPE ROUSSELIN and STEPHANIE DE OLIVERA (collectively, “Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settling Employees as set forth herein.

I. DEFINITIONS

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

- A. “Action” means the civil action, including the original complaint, *ZAHRA ASAL EMAMI, an individual, Plaintiff v. DIVA, INC., a California corporation; PHILIPPE ROUSSELIN, an individual; STEPHANIE DE OLIVERA, an individual; and DOES 1 through 100, inclusive, Defendants*, Case No. 23STCV00638.
- B. “Agreement” means this Settlement Agreement.
- C. “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- D. “Complaint” means the Complaint filed by Plaintiff on or about January 12, 2023 in the Action.
- E. “Court” means the Superior Court for the State of California, for the County of Los Angeles, Central District.
- F. “Defendants” means the Defendants in this Action, DIVA, INC., PHILIPPE ROUSSELIN, and STEPHANIE DE OLIVERA.
- G. “Defense Counsel” or “Counsel for Defendants” means:

Sanjay Bansal, SBN 251563
Laura Birnbaum, SBN 310835
KAUFMAN DOLOWICH & VOLUCK, LLP
11111 Santa Monica Blvd., Suite 850
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- H. “Effective Date” means the date by which all of the following have occurred:
1. The Court has approved the Settlement;
 2. The Court has entered the Final Order; and,
 3. If the State of California, acting through the LWDA or any other administrative agency or official, or any third party objects or intervenes, but no appeal is filed, the applicable time for appeal; or, in the event any appeal is filed, the date the appeal is disposed in the Parties’ favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties’ Settlement as described herein, the Settlement shall be void and of no further force or effect.
- I. “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, the Court entering the Final Order dismissing all of Plaintiff’s claims with prejudice in their entirety, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- J. “Individual Penalty Payments” means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Group Member per the terms and conditions of this Agreement.
- K. “Individual Claims Payment” means the portion of the Settlement Sum payable to Plaintiff by and through her attorney’s attorney-client trust account in exchange for her release of her individual claims and non-PAGA claims plead in the operative complaint.
- L. “LWDA” means the State of California Labor and Workforce Development Agency.
- M. “Named Plaintiff” or “Plaintiff” means Zahra Asal Emami.
- N. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
- O. “PAGA Claims” means claims for PAGA penalties that arose or may be alleged to have arisen at any time from September 1, 2022 up to and including the Effective Date (the date of approval of the Parties’ Joint Stipulation Requesting Approval of PAGA Settlement of claims arising from alleged violations of the following Labor Code sections as set forth in the September 1, 2023 Letter, *infra*, including: 510, 1194), 204(a), 203, 226, 226.7, 2802, 432.5, 2751, 2810.5.
- P. “PAGA Settling Employees” means Plaintiff, and all current and former non-exempt, employees employed by Defendants between September 1, 2022 to the

Effective Date. It is believed that there may be approximately 30 employees of Defendants who worked for the Defendants during the period of September 1, 2022 through the Effective Date and could be qualified PAGA Settling Employees. The Effective Date is the date of approval of the instant Joint Stipulation Requesting Approval of PAGA Settlement.

Q. “Plaintiff’s Counsel” means:

Thomas M. Lee, Esq.
LEE LAW OFFICES, APLC
3435 Wilshire Boulevard, Suite 2400
Los Angeles, CA 90010
Tel: (213) 251-5533
Fax: (213) 251-5534

R. “Released Parties” means Defendants, and any and all subsidiaries of Defendants, and each of their past, present, and future parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, franchisors, and each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, benefit plans sponsored or administered by the Released Parties, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

S. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action, the PAGA Claims, and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, attorneys’ fees and costs, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action and PAGA claims.

T. “Settlement Sum” means the total gross settlement amount of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00) to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability. The Settlement Sum is allocated as follows: (1) \$320,000.00 to be paid to Plaintiff for the dismissal of her individual claims and non-PAGA claims plead in the operative complaint; and (2) \$5,000.00 for the release of the PAGA claims.

II. FACTUAL BACKGROUND

A. On January 12, 2023, Plaintiff filed her Complaint in the Superior Court for the County of Los Angeles, Case No. 23STCV00638, alleging causes of action for (1) Unpaid overtime wages; (2) Unpaid commission wages; (3) Statutory penalty under Labor Code § 203; (4) Statutory Penalty under Labor Code § 226; (5) Additional wages under Labor Code Section § 226.7; (6) Violation of Labor Code § 2802; (7)

Harassment/Discrimination; and (8) Wrongful Termination; (9) Unfair Business Practices pursuant to Business and Professions Code Section § 17200. Plaintiff's claims were all in her individual capacity and no PAGA claims were alleged in Plaintiff's Complaint.

- B. On March 7, 2023, Diva, Inc. filed an Answer to the Complaint. On March 8, 2023, Philippe Rousselin and Stephanie De Olivera filed their Answer to the complaint;
- C. The Parties engaged in a substantial exchange of discovery.
- D. The parties exchanged written discovery, document productions, and conducted depositions.
- E. On September 1, 2023, Plaintiff served a letter to the LWDA ("September 2023 Letter"), in accordance with the requirements of Labor Code section 2699.3(a), to notify the LWDA of alleged violations of the California Labor Code by Defendants, arising from Plaintiff's work as a commissioned salesperson for Defendants. The September 2023 Letter alleged that Defendants had violated California Labor Code by failing to pay Plaintiff and other aggrieved employees all wages owed (Labor Code sections 510 and 1194), failing to pay commission wages at least twice a month (Labor Code section 204(a)), failing to pay all final wages—specifically, compensation for missed meal and rest periods (Labor Code section 203), failing to provide itemized wage statements (Labor Code section 226), failing to provide their employees proper meal and rest periods (Labor Code section 226.7), failing to reimburse aggrieved employees for work-related expenses (Labor Code section 2802), requiring aggrieved employees to sign illegal non-compete agreements (Labor Code section 432.5), failing to enter into signed written contracts with aggrieved employees who earn commission wages which set forth the precise method by which commission wages shall be computed (Labor Code section 2751), failing to provide mandated notices to employees stating in writing the identity and contact information of their employer, wage information, company worker compensation carrier information, and right to be paid sick leave (Labor Code section 2810.5), failure to issue Notice to Employees (Labor Code section 2810.5).
- F. The September 2023 Letter also indicated that Plaintiff intended to pursue a representative civil action under the PAGA against Defendants.
- G. Plaintiff also amended the Complaint to add additional Defendants, Jason Fields and Irina Rozhkova. Plaintiff subsequently dismissed these parties without prejudice.
- H. As the depositions were ongoing, the Parties continued settlement discussions.
- I. On September 15, 2023, the Parties reached an Agreement to resolve the Action including Plaintiff's individual claims in her Complaint as well as Plaintiff's representative PAGA claims set forth in her September 2023 Letter. This Agreement sets forth the terms and conditions of the resolution of claims in

Plaintiff's Complaint and the PAGA Claims asserted on behalf of the State of California and the PAGA Settling Employees in the September 2023 Letter.

- J. The Parties reached this Settlement only after discovery and investigation were performed.
- K. The Settlement embodied in this Agreement is contingent on (i) issuance by the Court of a Final Order approving the Settlement, dismissing all of Plaintiff's claims set forth in her operative Complaint with prejudice in their entirety, (ii) entry of the Final Order, and retaining jurisdiction to ensure compliance with the Court's Final Order pursuant to Code of Civil Procedure section 664.6, (iii) submission of the Court's Final Order by Plaintiff's Counsel to the LWDA no later than ten (10) days after entry of the order pursuant to California Labor Code § 2699(l)(3), (vi) timely payment of the monies identified in this Agreement as allocated to Plaintiff; and (vii) all parties bearing their respective fees and costs except as expressly provided in this Agreement.
- L. Defendants dispute and deny Plaintiff's allegations and various causes of action asserted in the Complaint and September 2023 Letter, including, without limitation, the PAGA Claims which are resolved by this Agreement.

III. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement, including by drafting and filing the Joint Stipulation and Order. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(l)(2). Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). If Court approval is not given and the Final Order is not entered, under the specific terms requested, this entire Agreement shall automatically be deemed null, void, and shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

Following Plaintiff's filing of the First Amended Complaint to add her PAGA claim, the Parties contemplate filing a Joint Stipulation for Approval of PAGA Settlement. If the Court does not grant the request for approval and issue the Final Order (including, but not limited to, dismissing all of Plaintiff's claims with prejudice in their entirety, and entering the Final Order in accordance with the terms and conditions of this Agreement), under the specific terms requested, the Parties

agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. But, under no circumstances may a modified settlement be entered by the Court without a written agreement signed by both parties.

Plaintiff will reasonably cooperate with Defendants in defending against any attempt by any PAGA Settlement Group Member or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties will jointly defend against any appeal filed with respect to the Final Order. Such cooperation by Plaintiff will be subject to her availability and Defendants' indemnification to Plaintiff for her resulting attorney's fees and costs incurred.

Plaintiff shall submit to the LWDA a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties no later than 10 days after entry of the Final Order, in compliance with section 2699(1)(3) of the California Labor Code.

C. Settlement Sum Payment Procedures

1. Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Settlement Sum, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. Other than payment of that portion of the Settlement Sum specifically allocated to settle the PAGA Claims, there shall be no other PAGA Claims payments arising out of or related to PAGA Settling Employees' allegations for the time period from September 1, 2022 up to and including the Effective Date, asserted against Defendants or any of the Released Parties on behalf of Plaintiff, the State of California, any PAGA Settlement Group Member, or any other individual or entity. The Settlement Sum shall be allocated as follows:

- a. Individual Claims Payment: Defendants will pay to Plaintiff the amount of \$320,000.00 as consideration for Plaintiff's release of her individual claims as set forth in the operative Complaint.
- b. Payment of PAGA Penalties: The total sum available for payment of PAGA Penalties shall be \$5,000, subject to approval of the Court.
- c. The Individual Penalty Payments for each PAGA Settlement Group Member shall be divided evenly between each PAGA Settlement Group Members.

2. Distribution Process

Within ten (10) business days after the Court's Final Order approval of the Joint Stipulation for Approval of PAGA, Defendants will disburse Individual Penalty Payments to each PAGA Settlement Group Member along with a copy of the Court's Order approving PAGA Settlement to

the last known physical address on file with Defendants in their regularly maintained records via U.S. Mail. Such mailing as described in this paragraph shall be conclusive evidence of payment of the Individual Penalty Payments, and shall satisfy any and all due process requirements.

Within ten (10) business days after disbursing the Individual Penalty Payments, Defendants shall send a check to the LWDA as and for the LWDA Penalty Payment, in the amount calculated pursuant to the terms of this Settlement.

Within five (5) business days after the Court's Final Order, Defendants will pay the amount of \$320,000.00 for the Individual Claims Payment described in Section III.C.1.a, via wire transfer to the attorney-client trust account of Plaintiff's Counsel, instructions for which will be provided by Plaintiff's Counsel.

3. No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Settlement Sum. Defendants shall not be required to pay more than the Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissing all of Plaintiff's claims with prejudice in their entirety,) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims and Plaintiff's individual claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Settlement Sum to anyone, except as to Plaintiff's Individual Claims Payment, under the terms of this Agreement, and all previous disbursements from the Settlement Sum (any Individual Employee Penalty Payment, and/or the LWDA Penalty Payment) will immediately be paid back to Defendants by the person(s) and/or entity who received such disbursement.

4. No Claims Resulting from Payments

No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on distribution of the Settlement Sum (including, without limitation, the Individual Claims Payment, the LWDA Penalty Payment, and/or the Individual Penalty Payments) made in accordance with this Agreement.

5. Tax Indemnity

The Individual Penalty Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Each PAGA Settlement Group Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendants dispute that Plaintiff or any PAGA Settling Employee are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Group Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. Nullification of PAGA Provisions

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then the terms and provisions concerning PAGA, PAGA Claims, and PAGA Settling Employees shall automatically be considered null and void while the terms and provisions concerning the settlement of Plaintiff's individual claims, including her non-PAGA claims, shall remain in full force and effect.

In that instance, Defendants shall pay Plaintiff's Individual Claims Payment by no later than October 25, 2023, and Plaintiff shall file a request for dismissal with prejudice of her individual and non-PAGA claims within 5 business days of Defendants' payment.

V. RELEASE AND WAIVER OF CLAIMS

A. PAGA Settlement Group Member Release

Upon entry of the Final Order, Plaintiff, all PAGA Settling Employees, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged

Defendants and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from September 1, 2023, up to and including the Effective Date. Specifically, in exchange for the payments described above, Plaintiff, on behalf of herself, the State of California, and the PAGA Settling Employees, will release Defendants from liability for any and all claims for civil penalties related to alleged Labor Code violations that may be brought under the PAGA based on alleged violations of Labor Code §§ 510, 1194, 204(a), 203, 226, 226.7, 2802, 432.5, 2751, 2810.5. To extent an alleged PAGA violation arises directly from the operative facts pled in the Complaint or the September Letter and implicates the same primary rights and defenses being settled here, those claims are settled and released to the fullest extent permitted under applicable law.

B. Plaintiff's Release for non-PAGA Claims

For and in consideration of the covenants contained herein and the monies paid to her, Plaintiff hereby releases and forever discharges Defendants and Released Parties (as defined below), to the fullest extent permitted by law, from all claims, counterclaims, liabilities and causes of action that were plead, or that could have been plead, in the Complaint. Specifically, Plaintiff releases Defendants and Defendants' successors, members, assigns, affiliates, officials, officers, board of directors, committee members, attorneys, agents, servants, representatives, employees, insurers, re-insurers, heirs and assigns, and any person, firm or entity now, previously or hereafter affiliated in any manner with the Defendants (collectively referred to in this Agreement as the "Released Parties"), from any and all claims, demands, assertions of liability, causes of action, obligations, damages, claims for indemnity of any kind, nature or character whatsoever, whether or not now known, suspected or claimed, which Plaintiff may have against Defendants or the other Released Parties through the date of this Agreement. This release specifically includes, but is not limited to, all claims arising in law or in equity, which Plaintiff asserts or the Settlement Parties could assert under contract, at common law or under any statute, ordinance, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including but not limited to, any claims under any other federal, state or local statute, ordinance or regulation.

It is Plaintiff's intention that her execution of this Agreement, in exchange for valuable consideration, will forever bar every claim, demand, cause of action, charge and grievance against Released Parties existing at any time prior to and through the date of execution of this Agreement. Because this is Plaintiff's intention, Plaintiff hereby expressly waives and relinquishes all of the rights and benefits of Section 1542 of the California Civil Code as to the claims described in Paragraph 3A above. Civil Code 1542 reads as follows:

A general release does not extend to claims that 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.

Plaintiff understands that the Agreement does not release any claims that she cannot lawfully release. Plaintiff represents that she has not filed any action, claim, charge, or complaint

other than what is referenced in the Recitals above against Defendants, or any other Released Party, with any local, state, or federal agency or court.

b. Plaintiff expressly declares and represents that that she has read this Paragraph, that she fully understands the effect of this waiver of the rights and benefits of Civil Code Section 1542, and that she knowingly, freely and voluntarily waive and relinquishes such rights and benefits.

To the extent permitted by applicable law, the release and waiver set forth above is valid and binding whether the claims and rights released and waived arise under any federal, state, or local statute, regulation or ordinance, under the common law or in equity or under any policy, agreement, understanding, or promise, written or oral, formal or informal, between Plaintiff, Defendants, and the other Released Parties.

c. Plaintiff acknowledges that she may hereafter discover facts, matters or events different from or in addition to those she now knows or believes to be true in respect to the claims, demands, damages, debts, liabilities, accounts, actions or causes of action herein released, and hereby agrees that these releases shall be and remain in effect in all respects as a complete general release as to the matters released, notwithstanding any such different or additional facts.

d. Plaintiff also agrees that this release complies with California Labor Code Section 206.5, which reads:

Labor Code 206.5 Execution of release of claim or right on account of wages due. No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made.

C. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action except as specifically provided for by this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA on the on or about the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted by Plaintiff to the LWDA within ten business (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendant.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Settling Employee, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

E. Representation and Warranties

Plaintiff jointly and severally represent and warrant to Defendants that there are no attorneys beyond those named as Plaintiff's Counsel who have claims for fees arising out of the Action or the Settlement contemplated hereby.

F. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

G. Entire Agreement

This Agreement and the Individual Settlement Agreement previously executed set forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Plaintiff acknowledges that she has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to accept the terms of this Agreement and/or the Individual Settlement Agreement except for the representations, promises and agreements herein and therein, respectively. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized representative of Defendants.

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

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

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall attempt to meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court, but such meet and confer attempts will not operate as a condition for any Party to seek enforcement of this Agreement under Code of Civil Procedure section 664.6.

K. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

L. Cooperation in Drafting

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

M. Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

N. 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 and shall not be considered in interpreting this Agreement.

O. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settling Employees to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement. The prevailing Party in

any action brought to enforce the terms of this Agreement shall be entitled to recover their reasonable attorney's fees and costs.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

Q. No Collateral Attack

The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: November 8th, 2023

Zahra Asal Emami

ZAHRA ASAL EMAMI, Plaintiff and PAGA
Representative

Dated: November ____, 2023

DIVA INC.

By _____

_____, its _____

Dated: November ____, 2023

PHILIPPE ROUSSELIN

By _____
PHILIPPE ROUSSELIN

any action brought to enforce the terms of this Agreement shall be entitled to recover their reasonable attorney's fees and costs.

P. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

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The Parties agree that this Agreement may not be subject to collateral attack by any PAGA Settlement Group Member or the State of California prior to or after entry of the Final Order, to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: November ____, 2023

ZAHRA ASAL EMAMI, Plaintiff and PAGA
Representative

Dated: November 16, 2023

DIVA INC.

By _____

Jason Fields, its C.O.

Dated: November 16, 2023

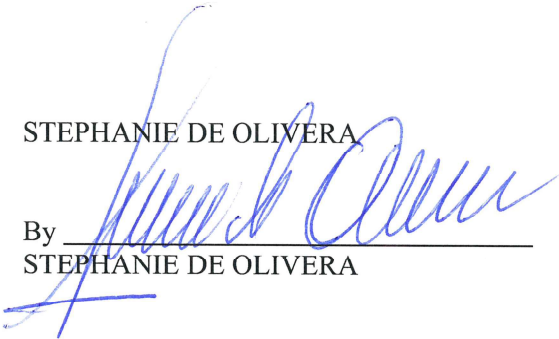
PHILIPPE ROUSSELIN

By _____

PHILIPPE ROUSSELIN

Dated: November 16, 2023

STEPHANIE DE OLIVERA

By 
STEPHANIE DE OLIVERA