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 on behalf of himself and all others similarly situated

[Additional Counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DAVID T. ATKINS, on behalf of himself
 and others similarly situated,

Plaintiff,

vs.

GODADDY.COM, LLC. a Delaware limited
 liability company; GODADDY MEDIA
 TEMPLE, INC. a California corporation; and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV23396

CLASS ACTION

Assigned for all purposes to:
 Hon. William F. Highberger
 Dept.: 10

**CLASS AND PAGA ACTION SETTLEMENT
 AGREEMENT**

Original Complaint Filed: September 26, 2023
 First Amended Complaint: November 27, 2023
 Trial: None set

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GODADDY.COM LLC and GODADDY
MEDIA TEMPLE, INC.

1 This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and
2 between plaintiff David T. Atkins (“Plaintiff”) and GODADDY.COM LLC and GODADDY
3 MEDIA TEMPLE, INC. (“Defendants”). The Agreement refers to Plaintiff and Defendants
4 collectively as “the Parties,” or individually as “Party.”

5 **A. DEFINITIONS.**

6 1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendants captioned *David T. Atkins v. GoDaddy.com, LLC, et al.*, filed on September 26, 2023;
8 and First Amended Complaint adding PAGA Cause of Action filed on November 27, 2023, in Los
9 Angeles County Superior Court.

10 2. “Administrator” means Apex Class Action administrators (“Apex”), and Apex is the
11 neutral entity the Parties have agreed to appoint to administer the Settlement.

12 3. “Administration Costs” means the amount the Administrator will be paid from the
13 Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid the parties have received from Apex for \$5,000.00.

15 4. “Aggrieved Employee” means all Class Members who worked during the PAGA
16 Period (i.e. the period from September 26, 2022 through April 30, 2025).

17 5. “Class” means all non-exempt, hourly individuals that worked for Defendants in
18 California during the Settlement Class Period (i.e. the period from September 26, 2019 through April
19 30, 2025).

20 6. “Class Counsel” means Emil Davtyan, David Yeremian and Alvin B. Lindsay and the
21 other attorneys of D.Law, Inc.

22 7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request
24 approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$126,666.67.

25 8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the
26 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs
27 incurred in the Action, not to exceed \$40,000.00. If Class Counsel Litigation Expenses Payment is
28 less than \$40,000.00, the difference will remain in the Net Settlement Amount to be distributed to

the Class Members.

9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, email address, telephone number, Social Security number, hire dates, and termination dates.

10. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the “National Change of Address Database”, skip traces, and direct contact by the Administrator with Class Members.

12. “Class Notice” means the Court approved notice of settlement and hearing date for Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class Members and incorporated by reference into this Agreement.

13. “Class Period” means the period from September 26, 2019 through April 30, 2025.

14. “Class Representative” means the named Plaintiff David T. Atkins, in the Action seeking Court approval to serve as a Class Representative.

15. “Class Representative Enhancement Award” means the payment to the Class Representative for initiating the Action and providing services in support of the Action, and Defendants agree not to object to a requested Enhancement Award of up to \$5,000.00 subject to Court approval.

16. “Court” means the Superior Court of California, County of Los Angeles.

17. “Defendants” mean named Defendants GODADDY.COM LLC and GODADDY MEDIA TEMPLE, INC.

18. “Defense Counsel” means Andrew B. Levin; Paloma P. Peracchio and Mitchell A. Wrosch of OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

19. “Effective Date” means the date when the Court enters Judgment upon Final Approval and the Judgment is final. The judgment is final when the Court’s final Judgment is entered in

addition to the Court’s Order granting final approval to the Settlement. If there is an objector and no appeal, the Effective Date will be 60 days after entry of final judgment. If there is an appeal, the Effective Date will be 60 days after it has been finalized. The Effective Date of Release for the Class and PAGA Releases will be when the Gross Settlement Amount has been fully funded in the Qualified Settlement Fund.

20. “Final Approval” means the Court’s order granting final approval of the Settlement.

21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

22. “Gross Settlement Amount” means \$380,000.00 (Three Hundred Eighty Thousand Dollars with Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph F below.

23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs. The remainder is to be paid to Participating Class Members as Individual Class Payments.

29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

30. “Operative Complaint” means the operative “First Amended Complaint” filed in the Action on November 27, 2023.

31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least a portion of one day during the PAGA Period.

32. “PAGA Period” means the period from September 26, 2022 through April 30, 2025.

33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

34. “PAGA Notice” means Plaintiff’s September 26, 2023 letter to LWDA (LWDA Case No. LWDA-CM-983971-23) and the Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$40,000.00), allocated 25% to the Aggrieved Employees (\$10,000.00) and 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

37. “Plaintiff” means David T. Atkins, the named plaintiff in the Action.

38. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved Employees effectively release all claims against the Released Parties. For the Participating Class Members and Aggrieved Employees, the Release Effective Date occurs on the date after the Court enters Judgment and Defendants have fully funded the Settlement Fund, or if there is an objector, the date after any appeal period has passed, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remitter and also after Defendants have fully funded the Gross Settlement Amount.

40. “Released Class Claims” means the class claims being released on the Release Effective Date and as described in Paragraph 66 below.

41. “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described in Paragraph 67 below.

42. “Released Parties” means: Defendants and all of Defendants’ former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

44. “Response Deadline” means forty-five (45) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

46. “Workweek” means any week during which a Class Member worked for Defendants for at least a portion of one day, during the Class Period.

B. RECITALS.

47. On September 26, 2023, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code §226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (10) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (11) Failure to Reimburse Necessary Business Expenses; and (12) Violation of Business & Professions Code §17200 *et seq.* On September 26, 2023, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendants that Plaintiff intended to proceed with a representative

1 action under PAGA (LWDA-CM-983971-23). On November 27, 2023, after the 65-day statutory
2 period passed, Plaintiff filed his First Amended Complaint (Operative Complaint), which added
3 claims for penalties under PAGA, Labor Code §2698. Additionally, on September 27, 2023, Plaintiff
4 filed a separate action against Defendants in the Los Angeles County Superior Court, Case No.
5 23SMCV04561 (“Individual Action”); on behalf of himself for wrongful termination, disability
6 discrimination, failure to accommodate, failure to engage in interactive process, interference with
7 CFRA, retaliation in violation of FEHA and failure to prevent retaliation in violation of FEHA.

8 48. Defendants deny the allegations in the Operative Complaint, deny any failure to
9 comply with the laws identified in the Operative Complaint, and deny any and all liability for the
10 causes of action alleged.

11 49. On January 30, 2025, the Parties participated in a mediation presided over by respected
12 wage and hour mediator Steven Rottman and were able to reach an agreement on general settlement
13 terms.

14 50. In advance of mediation, Class Counsel conducted a thorough investigation into the
15 facts of, and applicable law to, the Action, including speaking to current and former employees of
16 Defendants regarding Defendants’ employment policies and practices. Plaintiff’s counsel provided
17 Defendants’ counsel with a comprehensive listing of informal discovery items required to
18 constructively mediate. Defendants responded by producing a 33% sampling of timekeeping and
19 corresponding payroll records from the 91 putative class members covering the period of September
20 26, 2019 through November 13, 2024. Prior to mediation, Plaintiff therefore obtained and analyzed
21 the production of time and payroll data for Class Members and the necessary policy documents
22 through informal discovery to properly evaluate the strengths and weaknesses of the claims and
23 engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the
24 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801
25 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008)
26 (“*Dunk/Kullar*”).

27 51. The Court has not granted class certification and the parties are stipulating to
28 conditional class certification for Settlement purposes only.

52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

C. MONETARY TERMS.

53. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants will pay \$380,000.00 (Three Hundred Eighty Thousand Dollars with Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendants will pay separately.

54. Schedule for Payment of the Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date. This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants. Defendants are separately and solely responsible for any employer payroll taxes owed as a result of this Settlement Agreement. Within thirty (30) days of the Effective Date, Defendants will deposit money, in an amount equal to the Gross Settlement Amount, to pay (1) the Settlement Class per the terms of the final settlement agreement, and (2) court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Costs, and Class Representative Enhancement Award, and (3) PAGA penalties to be paid to the LWDA and to the Aggrieved Employees into a Qualified Settlement Fund established by the Settlement Administrator.

55. Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court

1 directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in
2 Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the
3 meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue
4 during the time that any Paragraph 54 issue is submitted to and is before the Court.

5 56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of
6 this Agreement, the Administrator will make and deduct the following payments from the Gross
7 Settlement Amount in the amounts specified by the Court in the Final Approval:

8 56.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
9 Representative, David T. Atkins, of not more than \$5,000.00 (Five Thousand Dollars) in addition to
10 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
11 entitled to receive as a Participating Class Member. Additionally, this payment is separate and apart
12 from the separate individual settlement Plaintiff reached with Defendants in the separate Individual
13 Action. Defendants will not oppose Plaintiff's request for a Class Representative Enhancement
14 Award that does not exceed the \$5,000.00 amount. As part of the motion for the Class Counsel Fees
15 Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any
16 Class Representative Enhancement Award. If the Court approves a Class Representative
17 Enhancement Award less than the amount requested, the Administrator will retain the remainder in
18 the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will
19 pay the Class Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full
20 responsibility and liability for employee taxes owed on the Class Representative Enhancement
21 Award.

22 56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
23 Gross Settlement Amount, that is up to \$ 126,666.67, and a Class Counsel Litigation Expenses
24 Payment for actual costs, not to exceed \$40,000.00. Defendants will not oppose requests for these
25 payments. Plaintiff and/or Class Counsel will file a motion requesting Class Counsel Fees Payment
26 and Class Counsel Litigation Expenses Payment no later than 16 (sixteen) court days prior to the
27 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel
28 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,

the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

56.3 To the Administrator: An Administration Costs payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

56.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

56.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

1 56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
2 \$40,000.00 (Forty Thousand Dollars) will be paid from the Gross Settlement Amount, with 75%
3 (\$30,000.00) allocated to the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the
4 Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

5 56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing
6 the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$10,000.00 by the total
7 number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and
8 (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved
9 Employees assume full responsibility and liability for any taxes owed on their Individual PAGA
10 Payment.

11 56.5(b) If the Court approves PAGA Penalties of less than the amount requested, the
12 Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
13 Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS
14 1099 Forms.

15 **D. SETTLEMENT FUNDING AND PAYMENTS.**

16 57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data
17 gathered in advance of mediation, it is estimated there were 91 Class Members who collectively
18 worked a total of **8,652** Workweeks from September 26, 2019, through January 30, 2025, and 65
19 Aggrieved Employees who worked a total of 1,725 PAGA Pay Periods from September 26, 2022
20 through January 30, 2025.

21 58. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval
22 of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a
23 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
24 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
25 for no other purpose, and restrict access to the Class Data to Administrator employees who need
26 access to the Class Data to effect and perform under this Agreement. Defendants have a continuing
27 duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member
28 identifying information and to provide corrected or updated Class Data as soon as reasonably

feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

59. Payments from the Gross Settlement Amount. The monies to be distributed to Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

60. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

61. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

62. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the

name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

63. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. On the Release Effective Date, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

64. Plaintiff’s Release. With the exception of Plaintiff’s claims encompassed under the individual settlement agreement in the Individual Action, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and Plaintiff’s PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to his claims in his individual lawsuit brought under the Fair Employment and Housing Act, California Family Rights Act, wrongful termination in violation of public policy, or related claims. Plaintiff’s Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

65. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release and excluding the claims encompassed under Plaintiff’s Individual Action, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5 66. Release by Participating Class Members: All Participating Class Members, on behalf
6 of themselves and their respective former and present representatives, agents, attorneys, heirs,
7 administrators, successors, and assigns, release the Released Parties from those claims arising out of
8 or related to the allegations set forth in the Operative Complaint that arose during the Class Period,
9 including all statutes on which those claims are based in the Operative Complaint, including claims
10 for: failure to pay for all hours worked/compensation due for services, wages, minimum wages,
11 overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide
12 payment of wages during employment and payment of wages at termination; failure to maintain and
13 provide accurate and complete records; failure to reimburse for necessary business expenses; failure
14 to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or
15 compensation related to any or all of the foregoing, which are based on the facts alleged in the
16 Action; restitution related to any or all of the foregoing, which are based on the facts alleged in the
17 Action; and any penalties, including statutory or civil penalties, related to any or all of the foregoing.
18 This release includes any and all claims pursuant to: California Labor Code §§ 90.5, 201, 202, 203,
19 204, 206.5, 210, 218.5, 221, 226, 226.2, 226.3, 226.7, 246, 248 *et. seq.*, 248.1, 248.2, 248.5, 432.5,
20 510, 512, 551, 552, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5,
21 1199, 1198.5, 1199 and 2802; the Fair Labor Standards Act; California Business & Professions Code
22 § 17200 *et seq.*; California Code of Civil Procedure § 1021.5; and the California Industrial Welfare
23 Commission Wage Orders MW-2014 (collectively, the “Released Class Claims”). The Released
24 Class Claims apply to claims arising during the Class Period. Except as set forth in Paragraph 67 of
25 this Agreement, Participating Class Members do not release any other claims, including claims for
26 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
27 unemployment insurance, disability, social security, workers’ compensation, or claims based on
28 facts occurring outside the Class Period.

67. Release by Aggrieved Employees: All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including PAGA Penalties claims premised on: California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 248.1, 248.2, 248.5, 351, 354, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; failure to pay for all hours worked/compensation due for services, wages, minimum wages, overtime, premium payments, meal periods, rest periods, pay reporting time pay; failure to provide payment of wages during employment and payment of wages at termination; failure to maintain and provide accurate and complete records; failure to reimburse for necessary business expenses; failure to provide sick pay, COVID-19 sick pay, California sick pay, bonus pay, and any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Action (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

68. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall be enjoined from filing, joining or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings regarding any of the Released Class Claims identified herein. In addition, upon the Release Effective Date, all eligible Aggrieved Employees shall be enjoined from filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or proceedings in any state or federal court on an individual, representative, collective or class action basis, or from initiating any other proceedings to the extent such actions, claims, complaints, or proceedings are based on the Released PAGA Claims released through this Settlement

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) within thirty (30) days of the

1 full execution of this Class Action and PAGA Settlement Agreement.

2 69. Defendants' Statement of Non-Opposition in Support of Preliminary Approval.

3 Defendants may file a statement of non-opposition in support of preliminary approval to be filed
4 with or after the Motion for Preliminary Approval documents.

5 70. Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
6 Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for
7 Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request
8 for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2));
9 (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed
10 declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement
11 and attesting to its willingness to serve; competency; operative procedures for protecting the security
12 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
13 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
14 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
15 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
16 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or
17 the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to
18 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
19 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
20 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2));
21 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
22 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
23 of any other pending matter or action asserting claims that will be extinguished or adversely affected
24 by the Settlement.

25 71. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
26 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
27 complete and file the Motion for Preliminary Approval within thirty (30) days, obtain the earliest
28 possible hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary

Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

73. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

74. Employer Identification Number. The Administrator shall have and use its own employer identification number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a "Qualified Settlement Fund" ("QSF") under US Treasury Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF will be fully funded in one payment as addressed above.

76. Notice to Class Members.

76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator

1 shall notify Class Counsel that the list has been received and state the number of Class Members,
2 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

3 76.2 Using best efforts to perform as soon as possible, and in no event later than 14
4 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
5 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
6 Notice with Spanish translation if the parties deem necessary substantially in the form attached to
7 this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
9 Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts.
10 Before mailing Class Notice, the Administrator shall update Class Member addresses using the
11 National Change of Address Database.

12 76.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
14 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
15 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
16 the most current address obtained. The Administrator has no obligation to make further attempts to
17 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
18 time.

19 76.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or
20 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
21 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
22 whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
23 with the re-mailed Class Notice.

24 76.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
25 discovers any persons who believe they should have been included in the Class Data and should
26 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
27 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
28 agree, such persons will be Class Members entitled to the same rights as other Class Members, and

the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

77. Requests for Exclusion (Opt-Outs).

77.1 Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

77.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice, so long as the Request for Exclusion is received within the time periods described in Paragraph 77.1. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

77.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

77.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to

object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this Agreement and are eligible for an Individual PAGA Payment.

78. Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five) days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

79. Objections to Settlement.

79.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Enhancement Award.

79.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 (forty-five) days after the Administrator's mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice was re-mailed).

1 79.3 Non-Participating Class Members have no right to object to any of the class action
2 components of the Settlement.

3 80. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
4 be performed or observed by the Administrator contained in this Agreement or otherwise.

5 80.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
6 maintain and use an internet website to post information of interest to Class Members including the
7 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
8 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
9 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
10 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
11 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
12 and emails.

13 80.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
14 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
15 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
16 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
17 other identifying information of Class Members who have timely submitted valid Requests for
18 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
19 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
20 submitted (whether valid or invalid).

21 80.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports
22 to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
23 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or
24 invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received
25 and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments
26 (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity
27 of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
28

80.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

80.5 Administrator's Declaration. Not later than 14 (fourteen) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

80.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 (fifteen) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

F. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on data gathered through the January 30, 2025 mediation, it is estimated that there are 91 Class Members who collectively worked a total of **8,652** Workweeks from September 26, 2019, through January 30, 2025. If it is determined that the total number of Workweeks is greater than **9,517** as of Preliminary Approval (i.e. a 10% increase or more than 8,652 workweeks), the Gross Settlement Amount will be increased by 1%, and will continue to increase by an additional 1% for each 10% increase in the number of workweeks (e.g., a 20% increase in workweeks will trigger a 2% increase in the Gross

Settlement Amount). Alternatively, Defendants may elect to shorten the Class Period to stay within the ten percent cushion, i.e., 9,517 Workweeks. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

G. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

H. MOTION FOR FINAL APPROVAL. Not later than 16 (sixteen) court days before the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively "Motion for Final Approval").

81. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

82. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The

1 Court's decision to award less than the amounts requested for the Class Representative Enhancement
2 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
3 Administration Costs shall not constitute a material modification to the Agreement within the
4 meaning of this paragraph.

5 83. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
6 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
7 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
8 (iii) addressing such post-Judgment matters as are permitted by law.

9 84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
10 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
11 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
12 counsel, and all Participating Class Members who did not object to the Settlement as provided in
13 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
14 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
15 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
16 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
17 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
18 and the Judgment becomes final.

19 85. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted by
22 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
23 work together in good faith to address the appellate court's concerns and to obtain Final Approval
24 and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred
25 after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
26 Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation
27 Expenses Payment shall not constitute a material modification of the Judgment within the meaning
28 of this paragraph, as long as the Gross Settlement Amount remains unchanged.

1 **I. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
3 judgment.

4 **J. ADDITIONAL PROVISIONS.**

5 86. No Admission of Liability, Class Certification or Representative Manageability for
6 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
8 any of the allegations in the Operative Complaint has merit or that Defendants have any liability for
9 any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
10 Defendants' defenses in the Action have merit. The Parties agree that class certification and
11 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
12 not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to
13 contest certification of any class for any reason, Defendants reserve all available defenses to the
14 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
15 available and to contest Defendants' defenses. The Settlement, this Agreement and Parties'
16 willingness to settle the Action will have no bearing on, and will not be admissible in connection
17 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
18 Agreement).

19 87. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants,
20 and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
21 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
22 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
23 specifically or generally, to any person, corporation, association, government agency, or other entity
24 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
25 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
26 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
27 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
28 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking

1 such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not
2 to, directly or indirectly, initiate any conversation or other communication, before the filing of the
3 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
4 giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that
5 effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
6 accordance with Class Counsel’s ethical obligations owed to Class Members.

7 88. Further Confidentiality. Plaintiff and Class Counsel will not issue press releases,
8 reference the Action by party name, communicate with, or respond to any media or publication
9 entities, publish information in manner or form, whether printed or electronic, on any medium or
10 otherwise communicate, whether by print, video, recording, or any other medium, with any person
11 or entity concerning the Settlement, its terms or contents, and the negotiations underlying the
12 Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set
13 forth herein.

14 89. No Solicitation. The Parties separately agree that they and their respective counsel and
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
16 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to
17 communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to
18 Class Members.

19 90. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties relating
21 to the Settlement, superseding any and all oral representations, warranties, covenants, or
22 inducements made to or by any Party.

23 91. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
26 terms, and to execute any other documents reasonably required to effectuate the terms of this
27 Agreement including any amendments to this Agreement.

92. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Steven Rottman for resolution.

93. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

94. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

95. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

96. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

97. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

98. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

99. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall

survive the execution of this Agreement.

100. 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.

101. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

102. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendants:

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Andrew B. Levin, (SBN 307199)
andy.levin@ogletree.com
Esplanade Center III, Suite 800
2415 East Camelback Road
Phoenix, AZ 85016
Telephone: 602-778-3700
Facsimile: 602-778-3750

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Paloma P. Peracchio, (SBN 259034)
paloma.peracchio@ogletree.com
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: 213-239-9800
Facsimile: 213-239-9045

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Mitchell A. Wrosch, (SBN 262230)

1 mitchell.wrosch@ogletree.com
2 Park Tower, Fifteenth Floor
3 695 Town Center Drive
4 Costa Mesa, CA 92626
5 Telephone: 714-800- 7900
6 Facsimile: 714-754-1298

7 103. Execution in Counterparts. This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be
10 deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
12 the existence and contents of this Agreement.

13 104. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
14 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
15 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring
16 a case to trial under CCP section 583.310 for the entire period of this settlement process.

17 105. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
18 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
19 Defendants in connection with the mediation, other settlement negotiations, or in connection with
20 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
21 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
22 later than 90 days after the date when the Court discharges the Administrator's obligation to provide
23 a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper
24 and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge
25 of the Administrator's obligation, Defendants make a written request to Class Counsel for the return,
26 rather than the destructions, of Class Data.

27 106. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
28 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
and enforceable.

1 107. Severability. In the event that one or more of the provisions contained in this
2 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
3 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
4 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
5 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
6 had never been included in this Agreement.

7 ///

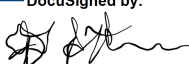
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9 ///

IT IS SO AGREED.

By the Parties:

DATED: 5/13/2025

DocuSigned by:

8D8CB15954894B5...

Plaintiff David T. Atkins

DATED: _____

Defendant, GODADDY.COM LLC.

By: _____

Position: _____

DATED: _____

Defendant, GODADDY MEDIA TEMPLE, INC.

By: _____

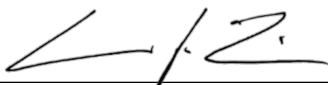
Position: _____

Approved by counsel:

DATED: May 13, 2025

D.LAW, INC.

By: _____


David Yeremian
Alvin Lindsay
Enoch Kim
Marta Manus
Counsel for Plaintiff David T. Atkins

DATED: _____, 2025

**OGLETREE, DEAKINS NASH,
SMOAK & STEWART, P.C.**

By: _____

Andrew B. Levin
Paloma P. Peracchio
Mitchell A. Wrosch
Attorneys for Defendants, GODADDY.COM LLC
and GODADDY MEDIA TEMPLE, INC.

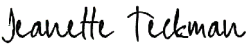
1 **IT IS SO AGREED.**

2 By the Parties:

3 DATED: _____

4 Plaintiff David T. Atkins

5 08-May-2025
6 DATED: _____

Signed by:

47EFB11134B541A... _____

7 Defendant, GODADDY.COM LLC.

8 By: Jeanette Teckman

9 Position: Deputy General Counsel - Compliance & Risk

10 08-May-2025
11 DATED: _____

Signed by:

47EFB11134B541A... _____

12 Defendant, GODADDY MEDIA TEMPLE, INC.

13 By: Jeanette Teckman

14 Position: Deputy General Counsel - Compliance & Risk

15 Approved by counsel:

16 DATED: _____, 2025

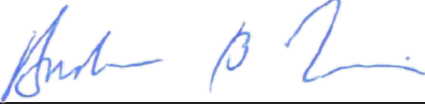
17 **D.LAW, INC.**

18 By: _____

19 David Yeremian
20 Alvin Lindsay
21 Enoch Kim
22 Marta Manus
23 Counsel for Plaintiff David T. Atkins

24 DATED: May 8, 2025

25 **OGLETREE, DEAKINS NASH,**
26 **SMOAK & STEWART, P.C.**

27 By:  _____

28 Andrew B. Levin
 Paloma P. Peracchio
 Mitchell A. Wrosch
 Attorneys for Defendants, GODADDY.COM LLC
 and GODADDY MEDIA TEMPLE, INC.