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COMMUNITY BRANDS PARENTCO, LLC;
EDUCATION BRANDS, LLC; AND MOBILECAUSE,
INC.

[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

PATRICIA HOOVER, MICHAEL BUCKHOUT,
MICHAEL DEMARCO, PAUL DUTCH JR.,
SHERI HENDERSON, SCOTT SOLOMON,
AND STUART TOMLINSON, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

COMMUNITY BRANDS PARENTCO, LLC, a
Delaware limited liability company;
COMMUNITY BRANDS LLC, a Delaware
limited liability company; EDUCATION
BRANDS, LLC, a Delaware limited liability
company; MOBILECAUSE, INC., a Delaware
corporation; and Does 1-100, inclusive,
Defendants.

Case No. 23CV040930

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
CLASS ACTION AND
REPRESENTATIVE CLAIMS**

[ASSIGNED FOR ALL PURPOSES TO
JUDGE SOMNATH RAJ CHATTERJEE,
DEPT. 21]

Trial Date: TBD
Complaint Filed: August 16, 2023

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9 Attorneys for Defendants
10 COMMUNITY BRANDS PARENTCO, LLC;
11 EDUCATION BRANDS, LLC; AND
12 MOBILECAUSE, INC.
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1 This Joint Stipulation and Settlement Agreement of Class Action and Representative Action
2 Claims (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered
3 into by and between Plaintiff Patricia Hoover (“Named Plaintiff”), Plaintiffs Patricia Hoover, Michael
4 Buckhout, Michael Demarco, Paul Dutch Jr., Sheri Henderson, Scott Solomon, and Stuart Tomlinson
5 (“Opt-In Plaintiffs”), and Defendants Community Brands Parentco, LLC, Education Brands, LLC,
6 and MobileCause, Inc. (together “Defendants”)¹ (Named Plaintiff and Defendants are referred to
7 together as the “Parties”).

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. **“Court”** means the Superior Court of the State of California for the County of
11 Alameda.

12 2. **“Defendants’ Counsel”** means Elizabeth Staggs-Wilson, Esq., Jyoti Mittal, Esq., and
13 James Payer, Esq., of Littler Mendelson, P.C.

14 3. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 40 below.

15 4. **“Enhancement Awards”** means the payments made to Named Plaintiff and the Opt-
16 In Plaintiffs in their capacity as class representatives, which sum is over and above their Individual
17 Settlement Payment.

18 5. **“Escalator Amount”** means the amount Defendants will pay in addition to the Gross
19 Settlement Amount if the total number of Workweeks exceeds 8,908 Workweeks by 10% or more
20 (e.g., the Workweek count is greater than 9,799 Workweeks) and if Defendants elect to (1) increase
21 the Gross Settlement Amount proportionately for each additional Workweek over 9,799 Workweeks
22 rather than (2) select an end date for the Settlement Class Period and PAGA Period wherein the total
23 number of Workweeks is less than or equal to 9,799 Workweeks.

24 6. **“Final Approval Hearing”** means the hearing whereat the Court shall consider,
25 without limitations, any timely objections to the Settlement from Settlement Class Members,
26 testimony from the Parties or their counsel, declarations regarding the claims process from the
27

28 ¹ Community Brands LLC was erroneously named as a Defendant in this matter. Community Brands
LLC does not exist as a corporate entity.

1 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
2 Settlement as set forth herein.

3 7. **“Final Order and Judgment”** means the Final Order Approving Class Action and
4 PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

5 8. **“FLSA Action”** means the action entitled *Hoover v. Community Brands Parentco,*
6 *LLC*, pending in the United States District Court for the Northern District of California, Case No. 3:23-
7 cv-04178.

8 9. **“Gross Settlement Amount”** means Five Hundred Twenty-Five Thousand Dollars and
9 Zero Cents (\$525,000.00), which is the maximum amount that Defendants will pay pursuant to this
10 Settlement, excluding Defendants’ share of payroll taxes and the Escalator Amount, if any, which shall
11 be paid by Defendants separately and in addition to the Gross Settlement Amount.

12 10. **“Individual Settlement Payment”** means the portion of the Net Settlement Amount
13 payable to a Qualified Class Member.

14 11. **“LWDA”** means the California Labor & Workforce Development Agency.

15 12. **“Operative Complaint”** means the Second Amended Complaint that is attached as
16 **Exhibit B**, which Named Plaintiff shall file prior to obtaining preliminary approval of the settlement.

17 13. **“Opt-In Plaintiffs”** means the following six persons who opted into the collective in
18 the FLSA Action: Michael Buckhout, Michael Demarco, Paul Dutch Jr., Sheri Henderson, Scott
19 Solomon, and Stuart Tomlinson.

20 14. **“Net Settlement Amount”** has the meaning ascribed to it in Paragraph 44, below.

21 15. **“Notice”** or **“Class Notice”** means the Notice of Pendency of Class Action in
22 substantially the form attached hereto as **Exhibit A**, and as approved by the Court.

23 16. **“PAGA Employees”** means the Settlement Class Members who worked at any time in
24 California during the PAGA Period.

25 17. **“PAGA Employee Payment”** means the payment issued to each PAGA Employee for
26 his/her/their share of the PAGA Payment.

27 18. **“PAGA Notice”** means Named Plaintiff’s Notice of Labor Code Violations California
28 Labor Code Sections 2698 *Et. Seq.* that was sent to the California Labor and Workforce Development

Agency on or about October 9, 2023.

19. **“PAGA Payment”** means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) and the PAGA Employees in settlement of all claims for PAGA penalties

20. **“PAGA Period”** means the time period from October 9, 2022 to the date of preliminary approval, or an earlier date pursuant to Defendants’ election under the escalator provision in Paragraph 41(a) herein.

21. **“Qualified Class Members”** means the Settlement Class Members who did not opt out of the Settlement Agreement and who will receive a share of the Net Settlement Amount.

22. **“Released Parties”** collectively shall encompass Defendants Community Brands Parentco, LLC, Community Brands LLC, Education Brands, LLC, and MobileCause, Inc., successors-in-interest NonProfit Brands, LLC and Momentive Software, Inc., and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with them.

23. **“Settlement Administrator”** means ILYM.

24. **“Settlement Class Counsel”** means Jonathan M. Lebe and Melissa Kurata of Lebe Law, APLC.

25. **“Settlement Class Members”** means all persons who worked in California for Defendants between August 15, 2019 and December 24, 2023, as well as the approximately 17 employees who previously worked for Defendants and continued to work in the same or a similar role in California with successors-in-interest NonProfit Brands, LLC from December 25, 2023 to December 31, 2024 and Momentive Software, Inc. from January 1, 2025 to the date of preliminary approval, or an earlier date pursuant to Defendants’ election under the escalator provision in Paragraph 41(a) herein.

26. **“Settlement Class Period”** means the time period from August 15, 2019 to the date of preliminary approval, or an earlier date pursuant to Defendants’ election under the escalator provision

1 in Paragraph 41(a) herein.

2 27. “**Lawsuit**” means the action entitled *Hoover v. Community Brands Parento, LLC*,
3 pending in Alameda County Superior Court, Case No. 23CV040930.

4 28. “**Workweeks**” means any week where a Settlement Class Member performed work.

5 **RECITALS**

6 29. On September 5, 2024, following exchange and extensive review of relevant
7 documents and class data, the Parties engaged in a full-day mediation with experienced wage and hour
8 class action mediator Michael Strauss, Esq. The mediation was unsuccessful; however, over the next
9 several months, the Parties continued to negotiate with the assistance of the mediator and reached this
10 settlement.

11 30. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
12 the claims in the Lawsuits, and further deny that, for any purpose other than settling the Lawsuit, class
13 action or representative treatment is appropriate for the Lawsuit.

14 31. It is the Parties’ desire to fully, finally, and forever settle, compromise, and discharge
15 all disputes and claims alleged in the Lawsuit.

16 32. It is the Parties’ intention that this Stipulation of Settlement shall constitute a full and
17 complete settlement and release of all Released Claims (as defined in Paragraphs 64, 65, and 66)
18 against all Released Parties.

19 33. It is the Parties’ intention that this Settlement shall not become effective until the
20 Effective Date, as defined in Paragraph 40, below.

21 34. Settlement Class Counsel have conducted a thorough investigation into the facts of the
22 Lawsuit, including an extensive review of relevant documents and data, and have diligently pursued
23 an investigation of the Settlement Class Members’ claims against Defendants. Based on its and their
24 own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the
25 Settlement with Defendants is fair, reasonable, and adequate and is in the best interest of the Settlement
26 Class Members in light of all known facts and circumstances, including the risks of significant delay,
27 the class not being certified, and the defenses asserted by Defendants. Defendants and Defendants’
28 Counsel also agree that the Settlement is in the best interests of the Settlement Class Members.

1 Counsel for the Parties further agree that the Settlement is fair, reasonable, and adequate with respect
2 to civil penalties sought pursuant to PAGA.

3 35. The Parties agree to cooperate and take all steps necessary and appropriate to
4 consummate this settlement in accordance with the terms of this Stipulation of Settlement.

5 **TERMS OF SETTLEMENT**

6 36. In consideration of the mutual covenants, promises, and agreements set forth herein,
7 the Parties agree, subject to the Court's approval, to the terms herein.

8 37. It is agreed by and between Named Plaintiff and Defendants that the Lawsuit and any
9 claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by
10 Named Plaintiff on behalf of herself, the Opt-In Plaintiffs, the Settlement Class Members, and/or the
11 PAGA Employees arising out of the disputes which are the subject of the Lawsuit, be settled and
12 compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the
13 Court's approval.

14 38. As a condition of this Settlement and pursuant to stipulation by the Parties, Plaintiff
15 Patricia Hoover shall file a Second Amended Complaint in the Lawsuit prior to obtaining preliminary
16 approval of the settlement and which shall be the Operative Complaint, a copy of which is attached as
17 **Exhibit B**. Plaintiff Hoover will amend the complaint such that the Operative Complaint includes the
18 Opt-In Plaintiffs as plaintiffs, encompasses all of Named Plaintiff's and the Opt-In Plaintiffs'
19 respective claims, and adds the claims alleged in the FLSA Action for purposes of settlement only.
20 Defendants will not be required to file an answer to the Operative Complaint.

21 39. Named Plaintiff shall obtain a complete and final dismissal of the FLSA Action after
22 amending to add the FLSA claim in the Operative Complaint and after preliminary approval has been
23 granted in the Lawsuit.

24 40. **Effective Date**: The Settlement embodied in this Stipulation of Settlement shall become
25 effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of
26 Settlement has been executed by Named Plaintiff, Defendants, the Opt-In Plaintiffs, Settlement Class
27 Counsel, and Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement;
28 (iii) the Notice has been sent to the Settlement Class Members, providing them the opportunity to

1 object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent
2 to the LWDA; (v) the Court has held a final fairness hearing and entered the Court's Final Order and
3 Judgment; (vi) the FLSA Action has been dismissed; and (vii) the later of the following events: five
4 (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing
5 the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding
6 having been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and
7 notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing
8 final approval has been filed within that timeframe; five business days after any appeal, writ, or other
9 appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to
10 pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation
11 of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All
12 negotiations, statements and proceedings and data relating thereto shall be protected by California
13 Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

14 41. Gross Settlement Amount: To implement the terms of this Settlement, Defendants
15 agree to pay a maximum total payment of Five Hundred Twenty-Five Thousand Dollars and Zero
16 Cents (\$525,000.00), which includes payments to Settlement Class Members (excluding any
17 appropriate and lawfully required employer-side payroll taxes owed by Defendants on such payments
18 which Defendants shall be separately responsible for apart from the Gross Settlement Amount),
19 Enhancement Award to the Named Plaintiff and Opt-In Plaintiffs, the PAGA Payment, the Settlement
20 Administrator's fees and costs, approved attorneys' fees and litigation costs, and any other payments
21 provided by this Settlement. Except as otherwise specified herein, Defendants shall not be required
22 to pay any additional monies beyond the amount of the Gross Settlement Amount other than the
23 employer-side payroll taxes and the Escalator Amount, if any. Further, no portion of the Gross
24 Settlement Amount and the Escalator Clause, if any, shall revert to Defendants, and any amount of the
25 Gross Settlement Amount and the Escalator Clause, if any, not required for paying the above-
26 referenced amounts shall be paid to the Qualified Class Members on a pro rata basis according to the
27 formula contained herein.

28 a. Defendants represent that the total number of Workweeks worked by

Settlement Class Members as of April 18, 2025, is approximately 8,908 Workweeks. If the total number of Workweeks exceeds this total by 10% or more (e.g., the Workweek count is greater than 9,799 Workweeks) for the Settlement Class Period, Defendants shall have the following options:

- i. Pay the Escalator Amount, which is calculated by increasing the Gross Settlement Amount proportionately for each additional Workweek over 9,799 Workweeks (for example, if the Workweek count is 9,889, i.e., 11% of 8,908 Workweeks, the Escalator Amount will equal \$5,250, i.e., 1% of the Gross Settlement Amount); or
- ii. Select an end date for the Settlement Class Period and PAGA Period wherein the total number of Workweeks is less than or equal to 9,799 Workweeks.

42. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross Settlement Amount, including the Escalator Amount, if any, will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the “Administrator” of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount, including the Escalator Amount, if any, and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement Amount.

43. Funding of Gross Settlement Amount: Within fifteen (15) calendar days of the Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount and the Escalator Amount, if any, plus the employer’s share of payroll taxes. The delivery of these sums and the employer’s share of payroll taxes to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendants under this Settlement. Once Defendants have made such payments, they will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what

occurs with respect to those sums.

44. Allocation of the Gross Settlement Amount: After the deduction of the amounts approved for the Enhancement Awards to the Named Plaintiff and Opt-In Plaintiffs, the PAGA Payment, the Settlement Administrator's costs, Settlement Class Counsel's fees and expenses from the Gross Settlement Amount, including the Escalator Amount, if any, the remainder shall be referred to as the Net Settlement Amount.

a. The Net Settlement Amount shall be divided among the Qualified Class Members on a pro-rata basis, based upon the following:

i. Each Qualified Class Member's workweek count, which shall be the sum of the total number of Workweeks the Qualified Class Member worked during the Settlement Class Period;

ii. Divided by the combined sum of all Qualified Class Members' workweek counts; and

iii. Multiplied by the value of the Net Settlement Amount.

b. The Parties agree that if any Qualified Class Member disputes the basis for determining their share of the Settlement, Defendants' records shall presumptively control unless the Qualified Class Member can produce documentation evidence of other workweeks worked during the relevant time period. The Parties further agree that any dispute that cannot be resolved by Settlement Class Counsel and Defendants' Counsel may be brought before the Court before final approval of the Class Settlement.

c. To the extent that amounts for attorneys' fees and costs and the Enhancement Awards outlined below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.

d. The Parties agree that all of the Net Settlement Amount distributed to each Qualified Class Member will be allocated as follows: twenty percent (20%) as alleged unpaid wages and eighty percent (80%) as alleged penalties and unpaid interest. The Settlement Administrator will issue an IRS W-2 to each Qualified Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Settlement

1 Administrator shall issue an IRS Form 1099-MISC to each Qualified Class Member for the portion of
2 each Individual Settlement Payment allocated as alleged unpaid non-wage penalties and interest and
3 not subject to payroll tax withholdings. The Parties further agree that the PAGA Payment distributed
4 to each PAGA Employee will be treated entirely as civil penalties and will be reported as such to each
5 PAGA Employee on an IRS Form 1099-MISC, if applicable.

6 e. Within ten (10) calendar days of the transfer of the Gross Settlement Amount,
7 including the Escalator Amount, if any, to the Settlement Administrator, and only upon the Effective
8 Date being met, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid
9 to Qualified Class Members; (2) 90% of the Attorney Fee Award and Cost Award to Settlement Class
10 Counsel for attorneys' fees and costs, as approved by the Court; (3) the Enhancement Awards paid to
11 the Named Plaintiffs and Opt-In Plaintiffs, as approved by the Court; (4) Administrative Costs, as
12 approved by the Court; and (5) the PAGA Payment to the LWDA and PAGA Employees, as approved
13 by the Court.

14 f. Qualified Class Members and PAGA Employees must cash or deposit their
15 Individual Settlement Payment and PAGA Employee Payment checks within one hundred twenty
16 (120) days from the date of issuance of the check. If any checks are not redeemed or deposited within
17 sixty (60) calendar days after mailing, the Settlement Administrator will send a reminder postcard
18 indicating that unless the check is redeemed or deposited in the next sixty (60) days, it will expire and
19 become non-negotiable. If any checks remain uncashed or not deposited by the expiration of the sixty
20 (60) day period after mailing the reminder notice, the Settlement Administrator will, within one
21 hundred twenty (120) calendar days after the checks are mailed, cancel the checks. All funds
22 associated with the Individual Settlement Payment checks and PAGA Employee Payment checks
23 returned as undeliverable and funds associated with those Individual Settlement Payment checks and
24 PAGA Employee Payment checks remaining uncashed, shall be distributed to the cy pres beneficiary,
25 Bet Tzedek, in accordance with CCP 384(a). These funds shall not be distributed to the cy pres
26 beneficiary until after Court approval of a final accounting. The cy pres beneficiary has been selected
27 because it promotes the interests of the Class and PAGA employees, as set forth in the declaration of
28 Jonathan Lebe submitted pursuant to CCP 382.4. The Parties, Class Counsel, and Defendants' Counsel

1 represent that they have no interest or relationship, financial or otherwise, with the cy pres recipient.
2 The failure by a PAGA Employee to cash their PAGA Employee Payment will have no effect on the
3 res judicata effect of the Release of PAGA Claims

4 45. PAGA Payment: Subject to the Court's Approval, up to a maximum of Fifty-Thousand
5 Dollars and Zero Cents (\$50,000) shall be allocated as the PAGA Payment. Thirty-Seven Thousand
6 and Five-Hundred Dollars (\$37,500), representing 75% of the PAGA Payment, shall be paid to the
7 LWDA. Twelve-Thousand and Five-Hundred Dollars (\$12,500), representing 25% of the penalties
8 paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments.
9 The release of PAGA claims is by Plaintiff acting as proxy for the LWDA, and is limited to the scope
10 of the PAGA notice letter. To arrive at the PAGA Employee Payments, the portion of the PAGA
11 Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-
12 rata basis, based upon the following:

13 a. Each PAGA Employee's pay period count, which shall be the sum of the total
14 number of pay periods the PAGA Employee worked during the PAGA Periods;
15 b. Divided by the combined sum of all PAGA Employees' pay period counts; and
16 c. Multiplied by the value of the portion of the PAGA Payment allocated to the
17 PAGA Employees.

18 46. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
19 Settlement Payments, PAGA Employee Payments, and the Enhancement Awards shall not be utilized
20 to calculate any additional benefits under any benefit plans to which Named Plaintiff, the Opt-In
21 Plaintiffs, Settlement Class Members and/or PAGA Employees may be eligible including, but not
22 limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
23 vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It
24 is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to
25 which Named Plaintiff, Opt-In Plaintiffs, Settlement Class Members, and PAGA Employees may be
26 entitled under any benefit plans.

27 47. Settlement Administrator: The Settlement Administrator shall be ILYM (the
28 "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and

1 physical security protocols to adequately protect and safeguard the private employee information it
2 will have access to as a result of the claims process. The fees and expenses of the Settlement
3 Administrator, which is currently estimated at approximately Four Thousand Nine Hundred Fifty
4 Dollars and Zero Cents (\$4,950.00), shall be paid through the Gross Settlement Amount.

5 48. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Settlement
6 Class Counsel may petition the Court for attorneys' fees, which collectively shall not exceed Thirty-
7 Three and One-Third percent (33.3%) of the Gross Settlement Amount, including the Escalator
8 Amount, if any, plus reasonable costs/expenses not to exceed Fifteen Thousand Dollars and Zero Cents
9 (\$15,000), subject to approval by the Court. Pursuant to the Court's Order, 10% of any attorneys' fee
10 award will be kept in the administrator's trust fund until the completion of the distribution process and
11 Court approval of a final counting. Defendants will not object to Settlement Class Counsel's
12 application for attorneys' fees and costs in these amounts. The amount set forth above will cover all
13 work performed and all fees and costs incurred to date, and all work to be performed and all fees and
14 costs to be incurred in the future in connection with the approval by the Court of this Stipulation of
15 Settlement, and the administration of the Settlement. Should Settlement Class Counsel collectively
16 request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or
17 attorneys' costs, the difference between the lesser amount and the maximum amount set forth above
18 shall be added to the Net Settlement Amount. Settlement Class Counsel shall not be entitled to further
19 fees or costs from Defendants if they elect to appeal any reduction in the requested fee or cost award.
20 Any reduction by the Court of Settlement Class Counsel's claimed attorneys' fees and/or reasonable
21 costs/expenses shall not be sufficient grounds to void the Settlement. Named Plaintiff and Defendants
22 shall bear their own attorneys' fees and costs, except as provided herein.

23 49. Named Plaintiff's and the Opt-In Plaintiffs' Enhancement Awards: Settlement Class
24 Counsel will not seek more than \$10,000 for Named Plaintiff and \$7,500 for each Opt-In Plaintiff,
25 respectively, in recognition for their service as class representatives, which shall be paid from the
26 Gross Settlement Amount. It is understood that the Enhancement Awards are in addition to any
27 claimed Individual Settlement Payment or PAGA Employee Payment to which Named Plaintiff and
28 the Opt-In Plaintiffs are entitled. The Enhancement Awards shall not be deemed wages and will be

1 reported on an IRS Form 1099-MISC, if applicable.

2 50. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
3 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
4 The Settlement Administrator will issue an IRS W-2 to each Qualified Settlement Class Member for
5 the portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to
6 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to
7 each Qualified Settlement Class Member for the portion of each Individual Settlement Payment
8 allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings.
9 The Settlement Administrator will also issue IRS Forms 1099 to: (1) Named Plaintiff and Opt-In
10 Plaintiffs for the Enhancement Awards; (2) the PAGA Employees for their portion of the PAGA
11 Payment; and (3) Settlement Class Counsel for the amount paid for approved fees and costs. The
12 Settlement Administrator will be responsible for preparing these forms correctly. The Settlement
13 Administrator shall also be responsible for submitting Defendants' share of payroll taxes to the
14 appropriate government agencies on behalf of Defendants. Named Plaintiff, Opt-In Plaintiffs, and
15 Settlement Class Counsel will be responsible for correctly characterizing this compensation for tax
16 purposes and for paying any taxes on the amounts received.

17 51. Indemnification: Named Plaintiff, Opt-In Plaintiffs, and Settlement Class Counsel
18 acknowledge and agree that they are and will be responsible for the payment of any and all Federal,
19 State, and Local taxes or penalties associated with their respective allocated portions of the payments.
20 The Parties acknowledge and agree that Settlement Class Counsel is not responsible for the payment
21 of any Federal, State, and Local taxes or penalties associated with payments to Named Plaintiff, Opt-
22 In, Plaintiff and Qualified Settlement Class Members.

23 **NOTICE TO THE SETTLEMENT CLASS**

24 52. Within thirty (30) calendar days of preliminary approval of this Settlement by the
25 Court, Defendants shall provide to the Settlement Administrator a database containing the following
26 information ("Class Member List"):

27 a. The full name, last known address, last known telephone number, and full social
28 security number of all Settlement Class Members; and

1 b. The information necessary to determine the estimated settlement allocation to
2 each Settlement Class Member and PAGA Employee, including without limitation, the total number
3 of workweeks worked by each Settlement Class Member, and the total number of pay periods worked
4 by each PAGA Employee within the Settlement Periods.

5 53. The Settlement Administrator (along with any of its agents) shall represent and warrant
6 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
7 including a reasonable security protocol, for any personally identifiable information (“PII”), which it
8 receives from Defendants’ Counsel and/or Settlement Class Counsel; (2) not disclose the PII to third
9 parties, including agents or subcontractors, without Defendants’ consent; (3) not disclose or otherwise
10 use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendants
11 with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The
12 Settlement Administrator may provide notice to all Parties if the PII is subject to unauthorized access,
13 use, disclosure, modification or destruction; however, all additional communications from the
14 Settlement Administrator regarding the scope, circumstances, and substance shall be communicated
15 solely to Defendants.

16 54. The Settlement Administrator shall send a Notice to each Settlement Class Member by
17 first-class mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing
18 the Notice, the Settlement Administrator shall update the addresses of the Settlement Class Members
19 by reference to the National Change of Address Database maintained by the United States Postal
20 Service. If a Notice is returned as nondeliverable but with a forwarding address, the Settlement
21 Administrator shall resend the Notice to the forwarding address. If a Notice is returned as
22 nondeliverable with no forwarding address, the Settlement Administrator shall conduct an advanced
23 skip trace to locate the most current address of the person to whom the Notice was addressed, and shall
24 resend the Notice to any updated address within five (5) calendar days. Upon completion of these
25 steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the
26 affected Settlement Class Members.

27 55. The Settlement Administrator shall provide to the Court, concurrently with Named
28 Plaintiff’s Motion for Final Approval, a declaration of due diligence and proof of mailing with regard

1 to the mailing of the Notices.

2 56. The Settlement Administrator shall also be responsible for:

- 3 a. Mailing the Notice as directed by the Court;
- 4 b. Consulting with counsel for the Parties concerning any relevant issue, including
- 5 (without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA
- 6 Employee Payments, and the acceptance of any late or deficient disputes;
- 7 c. Keeping track of timely and proper requests for exclusion;
- 8 d. Calculation of the Individual Settlement Payments, PAGA Employee
- 9 Payments, and the PAGA Payment to the LWDA;
- 10 e. Providing weekly status reports to counsel for the Parties, including: (a) the
- 11 number of Notices mailed (including information regarding undeliverable and/or emailed Notices);
- 12 (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections
- 13 received; and (d) the number of requests for exclusion received;
- 14 f. Notifying Defendants' Counsel of the wiring instructions to fund the Gross
- 15 Settlement Amount, including the Escalator Clause, if any, as approved by the Court;
- 16 g. Preparing the checks containing the Individual Settlement Payments;
- 17 h. Distributing and paying the Enhancement Awards, Individual Settlement
- 18 Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded
- 19 to Settlement Class Counsel;
- 20 i. Issuing tax forms and addressing employer and employee-side payroll taxes;
- 21 and
- 22 j. Such other tasks as the Parties mutually agree or the Court orders the Settlement
- 23 Administrator to perform, including responding to questions from Settlement Class Members.

24 **REQUESTS FOR EXCLUSION**

25 57. Each Settlement Class Member shall have forty-five (45) calendar days from the

26 mailing of the Notice within which to complete and postmark a written request for exclusion, for return

27 to the Settlement Administrator. The written request for exclusion must: (1) state the Settlement Class

28 Member's name, address, telephone number, and social security number or employee identification

1 number; (2) state the Settlement Class Member's intention to exclude themselves from or opt-out of
2 the Settlement (*e.g.* "I want to exclude myself from this settlement. I also understand that I retain all
3 rights to sue Defendants for the claims asserted in this lawsuit."); (3) be addressed to the Settlement
4 Administrator; (4) be signed by the Settlement Class Member or their or his or her lawful
5 representative; and (5) be postmarked no later than forty-five (45) calendar days from the mailing of
6 the Notice (or the fifteen (15) day extension referenced below for eligible Settlement Class Members).
7 No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period
8 for the filing of exclusions. Settlement Class Members whose Notices are returned as undeliverable
9 and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) calendar
10 days from their original deadline to postmark a request for exclusion. Settlement Class Members are
11 responsible for maintaining a photocopy of their request for exclusion, reflecting that it was submitted
12 in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a
13 written communication constitutes a valid request that cannot be resolved between the Parties shall be
14 determined by the Court, whose determination shall be final.

15 58. Any Settlement Class Member who validly excludes himself/herself/themselves from
16 this Settlement shall not be bound by this Settlement Agreement, except as to the PAGA Employees
17 who shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA
18 release, and any Settlement Class Member who validly excludes himself/herself/themselves shall not
19 be entitled to any portion of the Net Settlement Amount.

20 59. If 10% of Settlement Class Members timely opt out of the Settlement by submitting
21 valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to
22 rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the
23 Settlement Administrator the final list of requests for exclusion. Defendants agree to meet and confer
24 in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement.
25 In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide
26 written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same
27 effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and
28 the Settlement Agreement shall become null and void and have no further force or effect. The Parties

1 specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event
2 Defendants rescind the settlement, Defendants shall be solely responsible for any fees and costs
3 incurred by the Settlement Administrator.

4 **OBJECTIONS TO THE SETTLEMENT**

5 60. Each Settlement Class Member shall have forty-five (45) calendar days from the
6 mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an
7 objection, for return to the Settlement Administrator. Settlement Class Members whose Notices are
8 returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension
9 of fifteen (15) days from their original deadline to object to postmark an objection. Any Settlement
10 Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely
11 request for exclusion, may object to the approval of class action settlement (“Objecting Class
12 Member”). Any Settlement Class Member who makes a timely request for exclusion has waived their
13 right to object. The Objecting Class Member shall inform the Settlement Administrator in writing and
14 (1) state the Objecting Class Member’s name, address, telephone number, and social security number
15 or employee identification number; (2) describe, in clear and concise terms, the legal and factual
16 arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at
17 the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends
18 to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to
19 a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement Administrator;
20 (7) be signed by the Objecting Class Member or their or his or her lawful representative; and (8) be
21 postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen
22 (15) day extension referenced above for eligible Settlement Class Members). Regardless of whether
23 a Settlement Class Member timely submitted a written objection, a Settlement Class Member who
24 wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to
25 the class action settlement, may do so. Settlement Class Members shall have no right to object to the
26 PAGA release or PAGA Payment.

27 61. Any Settlement Class Member who fails to timely submit an objection shall be
28 foreclosed from making any objection to this Settlement or from filing an appeal of the Court’s Final

Order and Judgment unless otherwise ordered by the Court.

62. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

63. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Settlement Class Counsel shall not represent any Settlement Class Members with respect to any such objections to this Settlement.

**RELEASE OF CLAIMS BY NAMED PLAINTIFF, OPT-IN PLAINTIFFS, QUALIFIED
CLASS MEMBERS, AND PAGA EMPLOYEES**

64. The "Released Claims". Upon the date the Settlement is funded, the Qualified Class Members will release and discharge Defendants and the Released Parties from the claims asserted in the Operative Complaint and Named Plaintiffs' PAGA Notice predicated on the factual allegations of the Operative Complaint during the Settlement Class Period and PAGA Period. Upon final approval by the Court, the claims released by the Qualified Class Members will include:

a. The claims alleged in the Operative Complaint, including, but not limited to: (1) Failure to pay minimum wages; (2) Failure to pay overtime wages; (3) Failure to provide meal periods; (4) Failure to provide rest periods; (5) Failure to timely pay wages upon separation of employment; (6) Failure to provide accurate itemized wage statements; (7) Failure to reimburse for necessary business expenses; and (8) Violation of California Business Professions Code § 17200 *et seq.*, which encompass alleged violations of the California Labor Code and California Industrial Welfare Commission Wage Orders (specifically for violations of Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.7, 246, 256, 510, 512, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2800, 2802, 2804, and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq.*) and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA") (specifically for violations of 29 U.S.C. § 207, 211 & 29 C.F.R. § 516.2(b)) (pursuant to *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 586-590 (2010); *Rangel v. PLS Check Cashers of CA*, 899 F.3d 1106, 1112 (9th Cir. 2018), which confirm an opt-in process is not required to obtain a release of FLSA claims in a state court class action settlement);

1 b. Any claims for injunctive relief, declaratory relief, restitution, alleged or which
2 could have been alleged under the facts, allegations and/or claims pleaded in the Operative Complaint;
3 and

4 c. Any and all other claims under California common law, the federal law, and the
5 California Business and Professions Code alleged in or that could have been alleged under the same
6 or similar facts, allegations and/or claims pleaded in the Operative Complaint and based on the alleged
7 Labor Code violations.

8 d. In addition, to the extent required by law, the cashing of the settlement check
9 by the Qualified Class Member shall be deemed to be an opt-in for purposes of releasing Released
10 Parties from any claims predicated under the FLSA as outlined in the Operative Complaint. The
11 Administrator shall include a legend on the settlement check stating, "By cashing this check, and to
12 the extent required by law, I am opting into the settlement in *Patricia Hoover v. Community Brands*
13 *Parentco, LLC, et al*, Alameda County Case No 23CV040930, under FLSA, 29 U.S.C. § 216(b), and
14 releasing the Released Claims described in the Settlement Agreement."

15 65. Release of PAGA Claims. Upon the date the Settlement is funded, Named Plaintiff, as
16 an agent of the LWDA, hereby does and shall be deemed to have fully, finally, and forever released,
17 settled, compromised, relinquished and discharged any and all of the Released Parties of and from any
18 and all claims for violation of the California Private Attorneys General Act of 2004 (Labor Code §
19 2698 *et seq.*), ("PAGA claims") as alleged in Plaintiff's PAGA Notice, which includes those alleged
20 in the PAGA Notice sent to the LWDA by Named Plaintiff that arose at any time during the PAGA
21 Period, including, but not limited to: (1) Failure to pay minimum wages; (2) Failure to pay overtime
22 wages; (3) Failure to provide meal periods; (4) Failure to provide rest periods; (5) Failure to timely
23 pay wages upon separation of employment; (6) Failure to provide accurate itemized wage statements;
24 (7) Failure to reimburse for necessary business expenses, which encompass alleged violations of the
25 California Labor Code (specifically for violations of Labor Code sections 201, 202, 203, 204, 218,
26 218.6, 226, 226.7, 246, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1,
27 1198, 1199, 2699 *et seq.*, 2802, 2804, and applicable IWC Wage Orders, and California Code of
28 Regulations, Title 8, section 11000 *et seq.*). After the Court grants final approval of the settlement,

1 Plaintiff will provide the LWDA with a copy of the Judgment. Plaintiff does not release any PAGA
2 Employees' claim for wages and damages. This does not preclude the release of wages and damages
3 by the Class Members as set forth in this Paragraph 65. The PAGA Employees will be issued a check
4 for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the
5 PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The LWDA is bound by
6 the release of the PAGA Claims regardless of whether the PAGA Employees cash or deposit their
7 PAGA Employee Payment.

8 66. Named Plaintiff and Opt-In Plaintiffs Claims. In addition, as to the claims of Named
9 Plaintiff and the Opt-In Plaintiffs, the Released Claims further include, without limitation, any and all
10 claims whatsoever regarding Named Plaintiff and the Opt-In Plaintiffs respective employment and/or
11 the termination of employment including, but not limited to, any claims for wages, bonuses, severance
12 pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy,
13 any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or
14 damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied,
15 any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of
16 negligence, any theory of retaliation, any legal restriction on any Defendants' right to terminate the
17 employment relationship, or any federal, state, or other governmental statute, executive order,
18 regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
19 by law. Named Plaintiff and the Opt-In Plaintiffs shall be deemed to have, and by operation of the
20 Final Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted
21 by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other
22 similar provision under federal or state law that purports to limit the scope of a general release. Named
23 Plaintiff and the Opt-In Plaintiffs, for themselves, have read Section 1542 of the Civil Code of the
24 State of California, which provides as follows:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
27 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**

1 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
2 **DEBTOR OR RELEASED PARTY.**

3 Named Plaintiff and the Opt-In Plaintiffs understand that Section 1542 gives the right not to
4 release existing claims of which they are not now aware, unless Named Plaintiff and the Opt-In
5 Plaintiffs voluntarily choose to waive this right. Having been so apprised, Named Plaintiff and the
6 Opt-In Plaintiffs nevertheless voluntarily waive the rights described in Section 1542, and elect to
7 assume all risks for claims that now exist in their favor, known or unknown. The release of the claims
8 of Named Plaintiff and the Opt-In Plaintiffs as set forth in this Paragraph is a condition precedent to
9 enforcement of the Settlement Agreement.

10 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

11 67. For settlement purposes only, the Parties agree that the Settlement Class as defined in
12 Paragraph 25 above, may be certified in the Lawsuit. The Parties are not certifying any PAGA claims.
13 In support of this Agreement, Named Plaintiff will request that the Court certify for settlement
14 purposes the Settlement Class as to all non-PAGA claims that have been asserted, which Defendants
15 shall not oppose or object to.

16 68. Settlement Class Counsel shall promptly submit this Stipulation of Settlement to the
17 Court in support of Named Plaintiff’s Motion for Preliminary Approval and for determination by the
18 Court as to whether the proposed Settlement is within the range of possible judicial approval.
19 Promptly upon execution of this Stipulation of Settlement, Settlement Class Counsel shall apply to the
20 Court for the entry of an order substantially in the following form:

- 21 a. Scheduling of the Final Approval Hearing on the question of whether the
22 proposed Settlement, including payment of attorneys’ fees and costs and the Enhancement Awards
23 should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members and
24 for approval of the PAGA Settlement;
- 25 b. Certifying the Settlement Class for purposes of the Settlement;
- 26 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 27 d. Directing the mailing of the Notice by first-class mail to the Settlement Class
28 Members and PAGA Employees; and

1 e. Preliminarily approving the Settlement subject only to the objections of the
2 Settlement Class Members and final review by the Court.

3 69. The Parties will work cooperatively to mutually agree upon the form and content of the
4 Notice, as well as the Proposed Order Granting Preliminary Approval.

5 70. Named Plaintiff, the Opt-In Plaintiffs, and Settlement Class Counsel will not make any
6 public disclosure of the Settlement until after the filing of the motion for preliminary approval of the
7 Settlement. Named Plaintiff, Opt-In Plaintiffs, and Settlement Class Counsel represent that they have
8 not made any such disclosure. Named Plaintiff, Opt-In Plaintiffs, Defendants, Defendants' Counsel
9 and Settlement Class Counsel shall not encourage members of the Settlement Class to opt-out.
10 Settlement Class Counsel will take all steps necessary to ensure that Named Plaintiff and Opt-In
11 Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public
12 disclosure of the Settlement until after the Settlement is preliminarily approved by the Court.
13 Thereafter, Settlement Class Counsel, Named Plaintiff, and Opt-In Plaintiffs agree not to publicize the
14 terms of this Settlement with the media, including but not limited to, any newspaper, journal,
15 magazine, website and/or online reporter of settlements or on any website.

16 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

17 71. Following final approval by the Court of the Settlement provided for in this Stipulation
18 of Settlement, Settlement Class Counsel shall submit a proposed Final Order and Judgment in
19 approximately the following form and with input from Defendants' Counsel: Approving the
20 Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing
21 consummation of its terms and provisions including the approval of Settlement Class Counsel's
22 application for an award of attorneys' fees and costs and the Enhancement Awards to the Named
23 Plaintiff and Opt-In Plaintiffs. The Parties will work cooperatively to mutually agree upon the form
24 and content of the proposed Final Order and Judgement.

25 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

26 72. Subject to the obligations of mutual full cooperation set forth herein, either Named
27 Plaintiff or Defendants may terminate this Settlement if after submitting the settlement for approval
28 to the Court, the Court declines to enter the preliminary approval order, the final approval order, or

1 judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as
2 agreed does not become final because of appellate court action. The terminating party shall give to the
3 other party (through counsel) written notice of its decision to terminate no later than fourteen (14)
4 calendar days after receiving notice that one of the enumerated events has occurred. Termination shall
5 have the following effects:

6 a. The Settlement Agreement shall be terminated and shall have no force or effect,
7 and no Party shall be bound by any of its terms.

8 b. In the event the Settlement Agreement is terminated, Defendants shall have no
9 obligation to make any payments to any party, Opt-In Plaintiff, Settlement Class Member, PAGA
10 Employee, or attorney. If there are any fees incurred by the Settlement Administrator and the
11 settlement is terminated by Defendants, Defendants shall solely be responsible for any costs and fees
12 incurred by the Settlement Administrator.

13 c. The preliminary approval order, final approval order and judgment shall be
14 vacated.

15 d. The Stipulation of Settlement and all negotiations, statements and proceedings
16 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
17 restored to their respective positions prior to the Settlement.

18 e. Except as otherwise discoverable, neither this Settlement Agreement nor any
19 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
20 associated with the mediation) shall be admissible or offered into evidence in the Lawsuit or any other
21 action for any purpose whatsoever, except that Named Plaintiff may reveal information that
22 Defendants may have marked as confidential under the mediation privilege including the data,
23 documents, and sampling exchanged for mediation purposes for the purpose of presenting the Court
24 with information supporting the fairness, reasonableness or adequacy of the Settlement.

25 **PARTIES' AUTHORITY**

26 73. The signatories hereto hereby represent that they are fully authorized to enter into this
27 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

1 **MUTUAL FULL COOPERATION**

2 74. The Parties agree to fully cooperate with each other to accomplish the terms of this
3 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
4 such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement.
5 The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts
6 contemplated by this Stipulation of Settlement and any other efforts that may become necessary by
7 order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth
8 herein. As soon as practicable after execution of this Stipulation of Settlement, Settlement Class
9 Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of
10 Settlement.

11 **NO PRIOR ASSIGNMENTS**

12 75. The Parties and their respective counsel represent, covenant and warrant that they have
13 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
14 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
15 or right herein released and discharged except as set forth herein.

16 **NO ADMISSION**

17 76. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
18 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
19 of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely with
20 the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

21 **BREACH AND ENFORCEMENT ACTIONS**

22 77. The Parties will jointly request that the Court retain jurisdiction pursuant to California
23 Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of
24 a breach of this Settlement, the nonbreaching Party shall provide notice to the breaching party and
25 request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30)
26 days of said notice, the nonbreaching party may pursue legal action or other proceeding against any
27 other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare
28 rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions,

1 the successful party or parties shall be entitled to recover from the unsuccessful party or parties
2 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
3 enforcement actions. All such disputes shall be resolved by the Court.

4 **NOTICES**

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

9 **To Named Plaintiffs, the Settlement Class, and Settlement Class Counsel:**

10 Jonathan M. Lebe
Jon@lebelaw.com
11 Rayne A. Brown
Rayne@lebelaw.com
12 **Lebe Law, APLC**
3900 West Alameda Street
13 Fifteenth Floor
Burbank, CA 91505
14 Telephone: (213) 444-1973

15 **To Defendants and Defendants' Counsel:**

16 Jyoti Mittal, Bar No. 288084
jmittal@littler.com
17 James Payer
jpayer@littler.com
18 LITTLER MENDELSON P.C.
2049 Century Park East
19 5th Floor
Los Angeles, California 90067.3107
20 Telephone: 310.553.0308

21 **CONSTRUCTION**

22 79. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement
23 are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation
24 of Settlement shall not be construed in favor of or against any party by reason of the extent to which
25 any Party or their counsel participated in the drafting of this Stipulation of Settlement.

26 **CAPTIONS AND INTERPRETATIONS**

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

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

3 **MODIFICATION**

4 81. This Stipulation of Settlement may not be changed, altered or modified, except in
5 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
6 may not be discharged except by performance in accordance with its terms or by a writing signed by
7 the Parties hereto.

8 **INTEGRATION CLAUSE**

9 82. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein
10 by reference, contain the entire agreement between the Parties relating to the settlement and transaction
11 contemplated hereby, and all prior or contemporaneous agreements, understandings, representations
12 and statements, whether oral or written and whether by a Party or such Party's legal counsel, are
13 merged herein. No rights hereunder may be waived except in writing.

14 **BINDING ON ASSIGNS**

15 83. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
16 Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

17 **SETTLEMENT CLASS MEMBER SIGNATORIES**

18 84. It is agreed that because the Settlement Class Members are so numerous, it is
19 impossible or impractical to have each member execute this Stipulation of Settlement. The Class
20 Notice, **Exhibit A** hereto, will advise the Settlement Class Members of the binding nature of the
21 release, and the release shall have the same force and effect as if this Stipulation of Settlement were
22 executed by each member.

23 **COUNTERPARTS**

24 85. This Stipulation of Settlement may be executed in counterparts and by facsimile
25 signatures, and when each party has signed and delivered at least one such counterpart, each
26 counterpart shall be deemed an original and, when taken together with other signed counterparts, shall
27 constitute one Stipulation of Settlement binding upon and effective as to all Parties.

28

1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
2 Stipulation of Settlement and Release between Named Plaintiffs and Defendants as of the date(s) set
3 forth below:
4

5
6 Dated: 2/22, 2026

Patricia Hoover
Patricia Hoover (Feb 22, 2026 22:48:16 PST)

Patricia Hoover
Plaintiff and Class Representative

7
8 Dated: 02/19, 2026

Michael Buckhout
Michael Buckhout (Feb 19, 2026 21:36:25 PST)

Michael Buckhout
Plaintiff and FLSA Collective Action Member

9
10 Dated: 2/19, 2026

Michael DeMarco

Michael Demarco
Plaintiff and FLSA Collective Action Member

11
12 Dated: 2/19, 2026

Paul Dutch
Paul Dutch (Feb 19, 2026 15:56:33 PST)

Paul Dutch Jr.
Plaintiff and FLSA Collective Action Member

13
14 Dated: 2/19, 2026

Sheri Henderson

Sheri Henderson
Plaintiff and FLSA Collective Action Member

15
16 Dated: 2/19, 2026

Scott Solomon
Scott Solomon (Feb 19, 2026 18:49:43 EST)

Scott Solomon
Plaintiff and FLSA Collective Action Member

17
18 Dated: 2/23, 2026

Stuart Tomlinson
Stuart Tomlinson (Feb 23, 2026 12:00:09 PST)

Stuart Tomlinson
Plaintiff and FLSA Collective Action Member

19
20
21 Dated: _____, 2026

Dustin Radtke for Momentive Software
Parentco, LLC Successor In Interest of
Community Brands Parentco, LLC

22
23 Dated: _____, 2026

Nick Laird for Education Brands, LLC

24
25 Dated: _____, 2026

Dustin Radtke for Momentive Software, Inc.
Successor In Interest of MobileCause, Inc.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Named Plaintiffs and Defendants as of the date(s) set forth below:

Dated: _____, 2026

Patricia Hoover
Plaintiff and Class Representative

Dated: _____, 2026

Michael Buckhout
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Michael Demarco
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Paul Dutch Jr.
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Sheri Henderson
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Scott Solomon
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Stuart Tomlinson
Plaintiff and FLSA Collective Action Member

Dated: February 20, 2026

Signed by:


17F10DA78A344E0...
Dustin Radtke for Momentive Software
Parentco, LLC Successor In Interest of
Community Brands Parentco, LLC

Dated: _____, 2026

Nick Laird for Education Brands, LLC

Dated: February 20, 2026

Signed by:


17F10DA78A344E0...
Dustin Radtke for Momentive Software, Inc.
Successor In Interest of MobileCause, Inc.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Named Plaintiffs and Defendants as of the date(s) set forth below:

Dated: _____, 2026

Patricia Hoover
Plaintiff and Class Representative

Dated: _____, 2026

Michael Buckhout
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Michael Demarco
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Paul Dutch Jr.
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Sheri Henderson
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Scott Solomon
Plaintiff and FLSA Collective Action Member

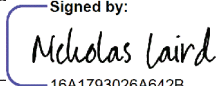
Dated: _____, 2026

Stuart Tomlinson
Plaintiff and FLSA Collective Action Member

Dated: _____, 2026

Dustin Radtke for Momentive Software
Parentco, LLC Successor In Interest of
Community Brands Parentco, LLC

Dated: 2/20/2026, 2026

Signed by:


16A1793026A642B...
Nick Laird for Education Brands, LLC

Dated: _____, 2026

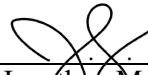
Dustin Radtke for Momentive Software, Inc.
Successor In Interest of MobileCause, Inc.

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APPROVED AS TO FORM AND CONTENT

Dated: February 19, 2026

LEBE LAW, APLC



Jonathan M. Lebe
Rayne A. Brown
Attorneys for Plaintiffs
PATRICIA HOOVER, MICHAEL
BUCKHOUT, MICHAEL DEMARCO, PAUL
DUTCH JR., SHERI HENDERSON, SCOTT
SOLOMON, AND STUART TOMLINSON

Dated: _____, 2026

LITTLER MENDELSON P.C.

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COMMUNITY BRANDS PARENTCO, LLC;
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MOBILECAUSE, INC.

4910-0384-9537.2 / 122762-1001

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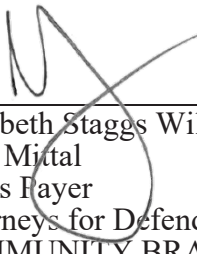
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Dated: February 23, 2026

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