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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JASON STEWART an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

RYLIST, INC. a California corporation; and
DOES 1 through 100, inclusive

Defendants.

CASE NO.: 2024CUOE019327
CONSOLIDATED CASE NO.:
2024CUOE023137

[Assigned for all purposes to Honorable
Charmaine H. Buehner, Dept. J4]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: January 16, 2024
Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jason Stewart (“Plaintiff”) and Defendant Rylist, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action(s)” means the Plaintiff’s lawsuits against Defendant and pending in Superior Court of the State of California, County of Ventura, alleging wage and hour violations, captioned *Jason Stewart v. Rylist, Inc.*, Case No. 2024CUOE023137 (“Class Action”), initiated on January 16, 2024, and alleging civil penalties under PAGA, captioned *Jason Stewart v. Rylist, Inc.*, Case No. 2024CUOE023137 (“PAGA Action”), initiated on April 5, 2024,.

1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as a non-exempt, hourly-paid employee during the PAGA Period, in the State of California.

1.5. “Class” consists of all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees during the Class Period in the State of California.

1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. “Class Member” or “Settlement 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).

1.10. “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.

1.11. “Class Notice” means the NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND DATEF OR FINAL APPROVAL HEARING, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from January 16, 2020, through and including February 7, 2025.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Ventura.

1.16. “Defendant” means named Defendant Rylist, Inc.

1.17. “Defense Counsel” means Hannah Sweiss and Serineh Terzyan of Fisher Phillips LLP.

1.18. “Effective Date” means the date on which the Judgment is final. The Judgment shall be considered final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

2 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval

3 of the Settlement.

4 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final

5 Approval.

6 1.22. "Gross Settlement Amount" means \$350,000.00 (Three Hundred fifty Thousand Dollars

7 and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except

8 as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage

9 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay

10 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class

11 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and

12 Administrator's Expenses.

13 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the

14 Net Settlement Amount calculated according to the number of Workweeks worked during the

15 Class Period.

16 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of

17 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA

18 Period.

19 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

20 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency

21 entitled, under Labor Code section 2699, subd. (i).

22 1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA

23 under Labor Code section 2699, subd. (i).

24 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following

25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

26 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

27 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be

28 paid to Participating Class Members as Individual Class Payments.

1.29. “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.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

1.31. “PAGA Period” means the period from January 12, 2023 through the end of the Class Period.

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

1.33. “PAGA Notice” means plaintiff’s January 12, 2024 letter to defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$35,000.00, allocated 25% to the Aggrieved Employees (\$8,750.00) and the 75% to the LWDA (\$26,250.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Jason Stewart the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.41. “Released Parties” means: Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be
2 excluded from the Class Settlement signed by the Class Member.

3 1.43. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
4 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
5 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
6 Settlement. Class Members to whom Notice Packets are resent after having been returned
7 undeliverable to the Administrator shall have an additional 15 days beyond the Response
8 Deadline has expired.

9 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.45. "Workweek" means any week during which a Class Member worked for Defendant, for
12 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
13 termination dates (as applicable).

14 2. RECITALS

15 2.1. On or around January 12, 2024, Plaintiff filed written notice pursuant to Labor Code
16 section 2699.3 for violation of various, including the herein-described, provisions of the Labor
17 Code, to the LWDA,

18 2.2. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
19 provide notice of its intention to investigate Defendant's alleged violations within sixty-five (65)
20 calendar days of the January 12, 2024 postmarked date of the herein-described notice sent by
21 Plaintiff to the LWDA and Defendant.

22 2.3. On January 16, 2024, Plaintiff commenced the Class Action by filing a complaint against
23 Defendant for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure
24 to provide meal periods; (4) failure to provide rest periods; (5) failure to pay owed wages on
25 separation; (6) failure to issue compliant wage statements; (7) failure to timely pay wages; (8)
26 failure to reimburse business expenses; (9) failure to pay interest on deposits; (10) failure to pay
27 all vested vacation pay; and (11) unfair competition ("Action").

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1 2.4. On April 5, 2024, Plaintiff filed the PAGA Action against Defendant. Plaintiff's
2 complaint alleges that Defendant violated, inter alia, Labor Code sections governing timely
3 payment of wages, furnishing accurate wage statements, maintaining accurate records, paying
4 minimum wage, timely payment on separation, paying overtime, providing meal and rest breaks,
5 and reimbursing expenses. That complaint seeks civil penalties for each of these violations
6 pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

7 2.5. On May 14, 2024, the Court in the Class Action denied Defendant's motion to compel
8 arbitration. Thereafter, the parties agreed to attend mediation.

9 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) Plaintiff's personnel
10 file; (b) A 25 percent sampling of time and pay records for the putative class through December
11 2024; (c) An excerpt of Defendant's employee handbook dated January 2024; and (d) Various
12 undated policy memoranda.

13 2.7. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
14 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
15 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

16 2.8. On January 20, 2025, the Parties participated in an all-day mediation presided over by
17 Mr. Todd Smith, Esq. The mediation was successful, and the Parties agreed to globally resolve
18 all class and PAGA claims in the Action.

19 2.9. On August 14, 2025, the Court in the Class Action consolidated the PAGA Action within
20 the Class Action, with the Class Action as the lead action (the Class Action and PAGA Action
21 are collectively referred to hereinafter as the "Action").

22 2.10. The Court has not granted class certification.

23 2.11. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
24 other pending matter or action asserting claims that will be extinguished or affected by the
25 Settlement.

26 **3. MONETARY TERMS**

27 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
28 Defendant promise to pay \$350,000.00 as the Gross Settlement Amount, unless increased

pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$122,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00 Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class

Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel 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. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$8,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment 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 Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of

wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are 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.

3.2.4.2. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$35,000.00 to be paid from the Gross Settlement Amount, with 75% (\$26,250.00) allocated to the LWDA PAGA Payment and 25% (\$8,750.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties \$8,750.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
3 to date, Defendant estimates there are 416 Class Members who collectively worked a total of
4 12,535 Workweeks, and 221 Aggrieved Employees who worked a total of 2,835 PAGA Pay
5 Periods.

6 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the
7 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
8 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
9 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
10 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
11 employees who need access to the Class Data to effect and perform under this Agreement.
12 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
13 Data omitted class member identifying information and to provide corrected or updated Class
14 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
15 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
16 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
17 omitted Class Data.

18 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
19 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
20 transmitting the funds to the Administrator no later than 7 days after the Effective Date.

21 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant fund the
22 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
23 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
24 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
25 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
26 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
27 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
28 Payments.

1 4.4.1. The Administrator will issue checks for the Individual Class Payments to the
2 Participating Class Members (including those for whom the Class Settlement Notice
3 was returned undeliverable), and/or Individual PAGA Payments to the Aggrieved
4 Employees (including Non-Participating Class Members who qualify as Aggrieved
5 Employees, and those for whom the PAGA Settlement Notice was returned
6 undeliverable) and send them to the Class Members via First Class U.S. Mail, postage
7 prepaid. The face of each check shall prominently state the date (not less than 180 days
8 after the date of mailing) when the check will be voided. The Administrator will cancel
9 all checks not cashed by the void date. The Administrator will send checks for
10 Individual Settlement Payments to all Participating Class Members (including those for
11 whom Class Notice was returned undelivered). The Administrator will send checks for
12 Individual PAGA Payments to all Aggrieved Employees including Non-Participating
13 Class Members who qualify as Aggrieved Employees (including those for whom Class
14 Notice was returned undelivered). The Administrator may send Participating Class
15 Members a single check combining the Individual Class Payment and the Individual
16 PAGA Payment. Before mailing any checks, the Settlement Administrator must update
17 the recipients' mailing addresses using the National Change of Address Database.

18 4.4.2. The Administrator must conduct a Class Member Address Search for all other
19 Class Members whose checks are returned undelivered without USPS forwarding
20 address. Within 7 days of receiving a returned check the Administrator must re-mail
21 checks to the USPS forwarding address provided or to an address ascertained through
22 the Class Member Address Search. The Administrator need not take further steps to
23 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
24 The Administrator shall promptly send a replacement check to any Class Member whose
25 original check was lost or misplaced, requested by the Class Member prior to the void
26 date.

27 4.4.3. For any Class Member whose Individual Class Payment check or Individual
28 PAGA Payment check is uncashed and cancelled after the void date, the Administrator

1 shall transmit the funds represented by such checks to the California Controller's
2 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
3 residue" subject to the requirements of California Code of Civil Procedure Section 384,
4 subd. (b).

5 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
6 not obligate Defendant to confer any additional benefits or make any additional
7 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
8 specified in this Agreement.

9 **5. RELEASE OF CLAIMS**

10 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
11 and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all
12 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
13 Class Members, and Class Counsel shall be deemed to have released the Released Parties as
14 follows:

15 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
17 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
18 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
19 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
20 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
21 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
22 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
23 benefits, and social security benefits, workers ' compensation benefits that arose at any time, or
24 based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
25 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows
26 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective
27 in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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1 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
4 which reads:

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

9 5.2. Release by Participating Class Members: For the duration of the Class Period, all
10 Participating Class Members, on behalf of themselves and their respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
12 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
13 on the facts stated in the Operative Complaint including (1) all claims for failure to pay overtime
14 wages (Labor Code section 510), (2) failure to pay minimum wages (section 1197), (3) failure
15 to provide meal periods (section 512), (4) failure to provide rest breaks (section 226.7), (5)
16 failure to pay owed wages on separation (sections 201-203), (6) failure to issue compliant wage
17 statements (section 226), (7) failure to timely pay wages (section 204), (8) failure to reimburse
18 business expenses (section 2802), (9) and unfair competition (Bus. & Prof. section 17200), *et*
19 *seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

20 5.3. Participating Class Members do not release any other claims, including claims for vested
21 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers' compensation, or claims based on
23 facts occurring outside the Class Period.

24 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, the State of
25 California and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, and to
26 the extent permitted by law, all Aggrieved Employees, are deemed to release, on behalf of
27 themselves and their respective former and present representatives, agents, attorneys, heirs,
28 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 PAGA Action Complaint and the PAGA Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 269.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. These documents shall be provided by Plaintiffs no later than seven (7) days before the deadline to file the Motion for Preliminary Approval.

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1 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
2 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
3 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
4 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
5 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
6 Administrator.

7 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
8 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
9 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
10 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
11 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
12 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
13 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
14 Court's concerns for the purpose of procuring unconditional granting of the Motion for
15 Preliminary Approval.

16 **7. SETTLEMENT ADMINISTRATION**

17 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the
18 Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this
19 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
20 payment of Administration Expenses. The Parties and their Counsel represent that they have no
21 interest or relationship, financial or otherwise, with the Administrator other than a professional
22 relationship arising out of prior experiences administering settlements.

23 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
24 Identification Number for purposes of calculating payroll tax withholdings and providing reports
25 state and federal tax authorities.

26 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
27 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
28 468B-1.

1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
5 Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
9 the Class Notice with Spanish translation, substantially in the form attached to this
10 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
11 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
12 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
13 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
14 update Class Member addresses using the National Change of Address database.

15 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
16 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
17 using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search,
19 and re-mail the Class Notice to the most current address obtained. The Administrator
20 has no obligation to make further attempts to locate or send Class Notice to Class
21 Members whose Class Notice is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
23 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
24 beyond the 45 days otherwise provided in the Class Notice for all Class Members and
25 Aggrieved Employees, if any, whose notice is re-mailed. The Administrator will inform
26 the Class Member or Aggrieved Employee of the extended deadline with the re-mailed
27 Class Notice.

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1 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
2 discovers any persons who believe they should have been included in the Class Data,
3 but were not, and should have received Class Notice, but did not, the Parties will
4 expeditiously meet and confer, and in good faith. in an effort to agree on whether to
5 include them as Class Members and/or Aggrieved Employees. If the Parties agree, such
6 persons will be Class Members and/or Aggrieved Employees entitled to the same rights
7 as other Class Members and/or Aggrieved Employees, and the Administrator will send,
8 via email or overnight delivery, a Class Notice requiring them to exercise options under
9 this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates
10 in the Class Notice, which ever are later. If the Parties do not agree, or are unable to
11 agree, to deem said persons Class Members and/or Aggrieved Employees, the
12 Settlement Administrator shall send, via email or overnight delivery, a notification
13 indicating that said persons are not, and shall not be deemed, Class Members and/or
14 Aggrieved Employees.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Class Members who wish to exclude themselves (opt-out of) from the non-PAGA
17 portion of the Settlement must send the Administrator, by mail, a signed written Request
18 for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus
19 an additional 15 days for Class Members whose Class Notice is re-mailed). A Request
20 for Exclusion is a letter from a Class Member or his/her representative that reasonably
21 communicates the Class Member's election to be excluded from the non-PAGA portion
22 of the Settlement and includes the Class Member's name, address and email address or
23 telephone number. To be valid, a Request for Exclusion must be timely postmarked by
24 the Response Deadline.

25 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
26 fails to contain all the information specified in the Class Notice. The Administrator
27 shall accept any Request for Exclusion as valid if the Administrator can reasonably
28 ascertain the identity of the person as a Class Member and the Class Member's desire

1 to be excluded. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the
3 authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall
5 be final and not appealable or otherwise susceptible to challenge.

6 7.5.3. Every Class Member who does not submit a timely and valid Request for
7 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
8 to all benefits and bound by all terms and conditions of the Settlement, including the
9 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
10 regardless whether the Participating Class Member actually receives the Class Notice
11 or objects to the Settlement.

12 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
13 Non-Participating Class Member and shall not receive an Individual Class Payment or
14 have the right to object to the class action components of the Settlement. Because future
15 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
16 Participating Class Members who are Aggrieved Employees are deemed to release the
17 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
18 PAGA Payment.

19 7.6. Challenges to Calculation of Workweeks. Each Class Member or Aggrieved Employee
20 shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for
21 Class Members or Aggrieved Employees whose Class Notice is re-mailed) to challenge the
22 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in
23 the Class Notice. The Class Member or Aggrieved Employees may challenge the allocation by
24 communicating with the Administrator via mail. The Administrator must encourage the
25 challenging Class Member or Aggrieved Employee to submit supporting documentation. In the
26 absence of any contrary documentation, the Administrator is entitled to presume that the
27 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
28 Data. The Administrator's determination of each Class Member and/or Aggrieved Employee's

1 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
2 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
3 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
4 Administrator's determination the challenges.

5 **7.7. Objections to Settlement**

6 7.7.1. Only Participating Class Members may object to the class action components of
7 the Settlement and/or this Agreement, including contesting the fairness of the
8 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

10 7.7.2. Participating Class Members may send written objections to the Administrator, by
11 mail. In the alternative, Participating Class Members may appear in Court (or hire an
12 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
13 A Participating Class Member who elects to send a written objection to the
14 Administrator must do so not later than 45 days after the Administrator's mailing of the
15 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
16 mailed).

17 7.7.3. Non-Participating Class Members have no right to object to any of the class action
18 components of the Settlement.

19 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
20 performed or observed by the Administrator contained in this Agreement or otherwise.

21 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
22 and use an internet website to post information of interest to Class Members including
23 the date, time and location for the Final Approval Hearing and copies of the Settlement
24 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
25 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
26 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
27 the Final Approval and the Judgment. The Administrator will also maintain and monitor
28

an email address and a toll-free telephone number to receive Class Member calls and emails.

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

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

7.8.4. Workweek and/or 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 and/or Aggrieved Employee challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its

1 due diligence and compliance with all of its obligations under this Agreement,
2 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
3 undelivered, the re-mailing of Class Notices, attempts to locate Class Members and/or
4 Aggrieved Employees, the total number of Requests for Exclusion from Settlement it
5 received (both valid or invalid), the number of written objections and attach the
6 Exclusion List. The Administrator will supplement its declaration as needed or
7 requested by the Parties and/or the Court. Class Counsel is responsible for filing the
8 Administrator's declaration(s) in Court.

9 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
10 disburses all funds in the Gross Settlement Amount, the Administrator will provide
11 Class Counsel and Defense Counsel with a final report detailing its disbursements by
12 employee identification number only of all payments made under this Agreement. At
13 least 7 days before any deadline set by the Court, the Administrator will prepare, and
14 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
15 Court attesting to its disbursement of all payments required under this Agreement. Class
16 Counsel is responsible for filing the Administrator's declaration in Court.

17 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

18 Based on its records, Defendant estimates that, as of the date of this Settlement
19 Agreement, (1) there are 416 Class Members and 12,535 Total Workweeks during the Class
20 Period and (2) there are 221 Aggrieved Employees who worked 2,835 Pay Periods during the
21 PAGA Period.

22 8.1. Increase in Workweeks. Defendant represents that there are no more than 12,535
23 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
24 Class Members during the Class Period increases by more than 10%, or an additional 1,254
25 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the
26 Workweeks in excess of 12,535 Workweeks multiplied by the Workweek Value. The Workweek
27 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
28 (\$350,000.00) by 12,535, which amounts to a Workweek Value of \$27.92. Thus, for example,

1 should there be 13,800 Workweeks in the Class Period, then the Gross Settlement Amount shall
2 be increased by \$35,318.80 ((13,800 Workweeks – 12,535 Workweeks) x \$27.92 per
3 Workweek).

4 **9. MOTION FOR FINAL APPROVAL**

5 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
6 final approval of the Settlement that includes a request for approval of the PAGA settlement
7 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
8 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
9 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
10 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
11 any disagreements concerning the Motion for Final Approval.

12 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
13 by a Participating Class Member, including the right to file responsive documents in Court no
14 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
15 by the Court.

16 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
17 Approval on any material change to the Settlement (including, but not limited to, the scope of
18 release to be granted by Class Members), the Parties will expeditiously work together in good
19 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
20 Approval. The Court’s decision to award less than the amounts requested for the Class
21 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
22 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
23 alleged wrongful termination, shall not constitute a material modification to the Agreement
24 within the meaning of this paragraph.

25 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
26 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
27 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
28 and (iii) addressing such post-Judgment matters as are permitted by law.

1 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
2 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
3 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
4 respective counsel, and all Participating Class Members who did not object to the Settlement as
5 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
6 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
7 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
8 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
9 Parties' obligations to perform under this Agreement will be suspended until such time as the
10 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
11 the amount of the Net Settlement Amount.

12 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
13 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
14 modification of this Agreement (including, but not limited to, the scope of release to be granted
15 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
16 expeditiously work together in good faith to address the appellate court's concerns and to obtain
17 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
18 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
19 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
20 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
21 as long as the Gross Settlement Amount remains unchanged

22 **10. AMENDED JUDGMENT**

23 If any amended judgment is required under Code of Civil Procedure section 384, the
24 Parties will work together in good faith to jointly submit and a proposed amended judgment.

25 **11. ADDITIONAL PROVISIONS**

26 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
27 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
28 Nothing in this Agreement is intended or should be construed as an admission by Defendant that

1 any of the allegations in the Operative Complaint have merit or that Defendant have any liability
2 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
3 Defendant's defenses in the Action have merit. The Parties agree that class certification and
4 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
5 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserve the right to
6 contest certification of any class for any reasons, and Defendant reserve all available defenses to
7 the claims in the Action, and Plaintiff reserves the right to move for class certification on any
8 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
9 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in
10 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement
11 and this Agreement).

12 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
13 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
14 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
15 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
16 or indirectly, specifically or generally, to any person, corporation, association, government
17 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
18 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
19 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
20 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
21 government agency. Each Party agrees to immediately notify each other Party of any judicial or
22 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
23 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or
24 other communication, before the filing of the Motion for Preliminary Approval, any with third
25 party regarding this Agreement or the matters giving rise to this Agreement except to respond
26 only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class
27 Counsel's communications with Class Members in accordance with Class Counsel's ethical
28 obligations owed to Class Members.

1 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
4 ability to communicate with Class Members in accordance with Class Counsel's ethical
5 obligations owed to Class Members.

6 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties
8 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
9 inducements made to or by any Party.

10 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
12 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
13 its terms, and to execute any other documents reasonably required to effectuate the terms of this
14 Agreement including any amendments to this Agreement.

15 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
16 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
17 Settlement Agreement, submitting supplemental evidence and supplementing points and
18 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
19 or content of any document necessary to implement the Settlement, or on any modification of the
20 Agreement that may become necessary to implement the Settlement, the Parties will seek the
21 assistance of a mediator and/or the Court for resolution.

22 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
25 action, or right released and discharged by the Party in this Settlement.

26 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
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upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

11.11. 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.

11.12. 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

11.13. 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

11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

11.15. 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.

11.16. 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.

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

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

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

///

IT IS SO AGREED:

Plaintiff, Jason Stewart

steve zamarripa

Steve Zamarripa, CEO
For Defendant, Rylist, Inc.

AGREED AS TO FORM ONLY:



David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Hannah Sweiss
Serineh Terzyan
Counsel for Defendant

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IT IS SO AGREED:

Jason Stewart

Plaintiff, Jason Stewart

For Defendant, Rylist, Inc.

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

Hannah Sweiss
Serineh Terzyan
Counsel for Defendant