

D.LAW, INC.
 Emil Davtyan (SBN 299363)
Emil@d.law
 David Yeremian (SBN 226337)
d.yeremian@d.law
 Enoch Kim (SBN 261146)
e.kim@d.law
 Natalie Haritounian (SBN 324318)
n.haritounian@d.law
 Jonas Agle (SBN 352712)
j.agle@d.law
 450 N Brand Blvd., Suite 840
 Glendale, CA 91203
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

Attorneys for Plaintiff TONYA DWYER,
 on behalf of herself and others similarly situated

DUGGAN MCHUGH LAW CORPORATION
 Jennifer E. Duggan (SBN 183833)
jennifer@dugganmchugh.com
 Katie A. Collins (SBN 309475)
katie@dugganmchugh.com
 641 Fulton Ave., Suite 100
 Sacramento, CA 95825
 Telephone: (916) 550-5309

Attorneys for Defendant Pin Setters, Inc. dba Country Club Lanes

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO**

TONYA DWYER, an individual on behalf
 of herself and all others similarly situated,

Plaintiff,

vs.

PIN SETTERS, INC., a California
 corporation doing business as COUNTRY
 CLUB LANES; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 24CV002452

Assigned for All Purposes To:
 Hon. Jill Talley
 Dept.: 23

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Original Complaint filed: February 8, 2024
 First Amended Complaint: April 12, 2024
 Trial Date: None set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Tonya Dwyer (“Plaintiff”) and Defendant Pin Setters, Inc. dba Country Club
3 Lanes (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,”
4 or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Tonya Dwyer v. Pin Setters, Inc. dba Country Club Lanes*, No.
8 24CV002452, filed on February 8, 2024, in Sacramento County Superior Court.

9 1.2 “Administrator” means Apex Class Action LLC the neutral entity the Parties have agreed
10 to appoint to administer the Settlement.

11 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
12 Settlement Amount to reimburse its reasonable fees and expenses, which are anticipated to not
13 exceed \$8,750.00.

14 1.4 “Aggrieved Employee” means all persons who worked for Defendant as non-exempt
15 employees in California at any time during the PAGA Period.

16 1.5 “Class” means all persons who worked for Defendant as non-exempt employees in
17 California at any time during the Class Period.

18 1.6 “Class Counsel” means Emil Davtyan, David Yeremian, Enoch Kim, Natalie
19 Haritounian, and Jonas Agle of D.Law, Inc.

20 1.7 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for
21 reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.

22 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
23 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action.

24 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
25 including the Class Member’s name, last-known mailing address, Social Security number, and
26 number of Workweeks and PAGA Pay Periods.

1.10 “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).

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

1.12 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” means the period from February 8, 2020 through January 18, 2025.

1.14 “Class Representative” means the named Plaintiff Tonya Dwyer in the Action seeking Court approval to serve as a Class Representative.

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

1.16 “Court” means the Superior Court of California, County of Sacramento.

1.17 “Defendant” means named Defendant Pinsetters, Inc. dba Country Club Lanes.

1.18 “Defense Counsel” means Jennifer E. Duggan and Katie A. Collins of Duggan McHugh Law Corporation.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is 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.

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

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

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” means Three Hundred Seventy-Five Thousand Dollars (\$375,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

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

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

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

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

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

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

1.30 “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.

1.31 “Operative Complaint” means the operative First Amended Complaint filed in the Action on April 12, 2024.

1.32 “PAGA Period” means the period from February 8, 2023 through January 18, 2025.

1.33 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.34 "PAGA Notice" means Plaintiff Dwyer's February 8, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00) and 75% to the LWDA (\$15,000.00) in settlement of PAGA claims.

1.36 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37 "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.38 "Plaintiff" means Tonya Dwyer, the named plaintiff in the Action.

1.39 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.40 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.42 "Released Parties" means: Defendant and its present and former owners, officers, shareholders, directors, agents, members, managers, employees, attorneys, insurers, parent companies, successors, affiliates or subsidiaries, and assigns.

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

1.44 "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

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

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. **RECITALS.**

2.1 On February 8, 2024, Plaintiff Dwyer filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 203; (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to Labor Code § 203; (9) Reimbursement of Necessary Expenditures Under Labor Code § 2802; and (10) Violation of Business & Professions Code § 17200 *et seq.* On February 8, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff Dwyer gave timely notice to the LWDA and Defendant that Plaintiff Dwyer intended to proceed with a representative action under PAGA (LWDA-CM-1009966-24). On April 12, 2024, after the 65-day statutory period passed, Plaintiff Dwyer filed her First Amended Complaint, adding claims for penalties pursuant to Labor Code § 2698, *et seq.*

2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3 On November 19, 2024, the Parties participated in an all-day mediation presided over by Mediator Brandon McKelvey and were able to reach an agreement on general settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding on November 22, 2024.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, documents, and information obtained pertaining to her wage and hour claims, including, but not limited to, wage and hour policy and procedure documents, an adequate sampling of employee time and payroll records, and the exchanges of relevant data points pertaining to the Class and PAGA claims.

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

2.5 The Court has not granted class certification because the Parties engaged in mediation prior to addressing the issue of class certification.

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

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) and no more as the Gross Settlement Amount and will separately pay any and all Employer Taxes owed on the Wage Portions of the Individual Class Payments. 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 the Class Representative of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative 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 Final Approval motion, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. 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 to be distributed to Participating Class Members. The

1 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
2 assumes full responsibility and liability for employee taxes owed on the Class Representative
3 Service Payment.

4 3.2.2 To Class Counsel: A Class Counsel Fees Payment of \$125,000.00 and a Class
5 Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose
6 requests for these payments provided that the requests do not exceed these amounts. Plaintiff
7 and/or Class Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment
8 no later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered
9 by the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
10 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
11 remainder to the Net Settlement Amount for distribution to Participating Class Members.
12 Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising
13 from any claim to any portion of Class Counsel Fee Payment and/or Class Counsel Litigation
14 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
15 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
16 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
17 Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
18 from any dispute or controversy regarding any division or sharing of any of these Payments.

19 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$8,750.00
20 except for a showing of good cause and as approved by the Court. To the extent the
21 Administration Expenses are less or the Court approves payment of less than \$8,750.00, the
22 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
23 Participating Class Members.

24 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
25 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
26 Participating Class Members during the Class Period, and (b) multiplying the result by each
27 individual Participating Class Member's Workweeks.
28

3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to the 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 remaining ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the 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 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA PAGA Payment and 25% (\$5,000.00) 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 of \$5,000.00 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 individual Aggrieved Employee's 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 to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant represents that there are 378 Class Members who collectively worked

1 a total of 15,968 workweeks during the Class Period, and 194 Aggrieved Employees who worked
2 a total of 4,692 Pay Periods during the PAGA Period.

3 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
4 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
5 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
6 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
7 and for no other purpose, and restrict access to the Class Data to Administrator employees who
8 need access to the Class Data to effect and perform under this Agreement. Defendant has a
9 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
10 class member identifying information and to provide corrected or updated Class Data as soon as
11 reasonably feasible. Without any extension of the deadline by which Defendant must send the
12 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
13 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
14 Data.

15 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
16 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
17 the funds to the Administrator 30 days after final approval of the Settlement if no objection is
18 filed; if an objection is filed, the Gross Settlement Amount will be funded on the 65th day
19 following entry of Judgment (provided no appeal is filed), or if an appeal to the Judgment is filed,
20 the Gross Settlement Amount will be funded within five (5) business days after the Judgment is
21 affirmed and the appellate proceeding opposing the Settlement has been finally dismissed with
22 no material change to the terms of this Settlement and with no right to pursue further remedies or
23 relief.

24 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant
25 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
26 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
27 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
28 Payment, and the Class Representative Service Payment.

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

13 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
14 Members whose checks are returned undelivered without USPS forwarding address. Within seven
15 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
16 forwarding address provided or to an address ascertained through the Class Member Address
17 Search. The Administrator need not take further steps to deliver checks to Class Members whose
18 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
19 replacement check to any Class Member whose original check was lost or misplaced, requested
20 by the Class Member prior to the void date.

21 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
22 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
23 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
24 name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of
25 California Code of Civil Procedure Section 384, subd. (b).

26 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
27 not obligate Defendant to confer any additional benefits or make any additional payments to Class
28 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

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

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 **Released Class Claims:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from those claims alleged or which could have reasonably been alleged based on the facts in the Operative Complaint that arose during the

1 Class Period (the “Released Class Claims”). Except as set forth in Paragraph 5.3 of this
2 Agreement, Participating Class Members do not release any other claims, including claims for
3 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers’ compensation, or claims based on
5 facts occurring outside the Class Period.

6 5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from all claims for PAGA civil
9 penalties that are alleged or which reasonably could have been alleged based on the facts alleged
10 in the Operative Complaint and the PAGA Notice to the LWDA that accrued during the PAGA
11 Period (collectively “Released PAGA Claims”). Aggrieved Employees have no right or ability to
12 exclude themselves from the release of the Released PAGA Claims.

13 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
14 preliminary approval (“Motion for Preliminary Approval”).

15 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining
16 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
17 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
18 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
19 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
20 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
21 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
22 interest with Class Members, and/or the Administrator; and (v) a signed declaration from Class
23 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
24 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
25 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
26 (Labor Code section 2699, subd. (l)(2)). In their Declarations, Plaintiff and Class Counsel shall
27 aver that they are not aware of any other pending matter or action asserting claims that will be
28 extinguished or adversely affected by the Settlement.

1 6.2 Responsibilities of Counsel. Class Counsel will obtain a prompt hearing date for the
2 Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen
3 (16) court days before the hearing, unless otherwise ordered by the Court, and deliver the Court's
4 Preliminary Approval Order to the Administrator.

5 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
6 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
8 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
9 Preliminary Approval or conditions Preliminary Approval on any material change to this
10 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
11 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
12 otherwise satisfy the Court's concerns.

13 **7. SETTLEMENT ADMINISTRATION.**

14 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to
15 serve as the Administrator and verified that, as a condition of appointment, the Administrator
16 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this
17 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel
18 represent that they have no interest or relationship, financial or otherwise, with the Administrator
19 other than a professional relationship arising out of prior experiences administering settlements.

20 7.2 Employer Identification Number. The Administrator shall have and use its own
21 Employer Identification Number for purposes of calculating payroll tax withholdings and
22 providing reports to state and federal tax authorities.

23 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
24 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
25 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
26 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
27 to Participating Class Members.

28 7.4 Notice to Class Members.

1 7.4.1 No later than five (5) days after receipt of the Class Data, the Administrator shall
2 notify Class Counsel that the list has been received and state the number of Class Members,
3 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

4 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
5 (14) days after receiving the Class Data, the Administrator will send to all Class Members
6 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
7 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
8 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
9 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
10 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
11 mailing Class Notices, the Administrator shall update Class Member addresses using the National
12 Change of Address database.

13 7.4.3 Not later than five (5) days after the Administrator’s receipt of any Class Notice
14 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any
15 forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
16 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
17 the most current address obtained. The Administrator has no obligation to make further attempts
18 to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a
19 second time.

20 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
21 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days
22 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice
23 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
24 re-mailed Class Notice.

25 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
26 discovers any persons who believe they should have been included in the Class Data and should
27 have received Class Notice, the Parties will expeditiously meet and confer in person or by
28 telephone, and in good faith in an effort to agree on whether to include them as Class Members.

1 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
2 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
3 requiring them to exercise options under this Agreement not later than fourteen (14) days after
4 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

5 7.5 Requests for Exclusion (Opt-Outs).

6 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
7 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
8 later than 45 days after the Administrator mails the Class Notice (plus an additional fourteen (14)
9 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
10 from a Class Member that reasonably communicates the Class Member's election to be excluded
11 from the Settlement and includes the Class Member's name, address and email address or
12 telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
13 postmarked by the Response Deadline.

14 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
15 to contain all the information specified in the Class Notice. The Administrator shall accept any
16 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
17 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
18 determination shall be final and not appealable or otherwise susceptible to challenge. If the
19 Administrator has reason to question the authenticity of a Request for Exclusion, the
20 Administrator may demand additional proof of the Class Member's identity. The Administrator's
21 determination of authenticity shall be final and not appealable or otherwise susceptible to
22 challenge.

23 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
24 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
25 bound by all terms and conditions of the Settlement, including the Participating Class Members'
26 Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
27 Class Member actually receives the Class Notice or objects to the Settlement.
28

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6 Challenges to Calculation of Workweeks and Pay Periods. Each Class Member shall
8 have 45 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days
9 for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and
10 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
11 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
12 must encourage the challenging Class Member to submit supporting documentation. In the
13 absence of any contrary documentation, the Administrator is entitled to presume that the
14 Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
18 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
19 Administrator's determination of the challenges.

20 7.7 Objections to Settlement.

21 7.7.1 Only Participating Class Members may object to the class action components of the
22 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment and/or Class Representative Service Payment.

25 7.7.2 Participating Class Members may send written objections to the Administrator by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do

so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes 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 five (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 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 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. Not later than fourteen (14) days 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 signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant represents that at the time of mediation there were 370 Class Members who collectively worked a total of 15,055 Workweeks during the Class Period, and 194 Aggrieved Employees who worked a total of 4,227 Pay Periods during the PAGA Period. If, on final

1 calculation, the total number of Workweeks is greater than 10% higher than 15,055 Workweeks
2 (i.e., greater than 16,560), Defendant may opt to (1) narrow the Class Period so that it is 16,560
3 Workweeks or less, or (2) increase the Gross Settlement Amount proportionally by the
4 Workweeks worked in excess of 16,560 Workweeks multiplied by the per Workweek value of
5 \$24.91. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties
6 agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase
7 proportionally such that the total amount of attorneys' fees remains one-third of the Gross
8 Settlement Amount after the upward adjustment required by this provision is implemented.

9 9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
10 identified in the Exclusion List equals or exceeds 10% of the total of all Class Members,
11 Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree
12 that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect
13 whatsoever, and that neither Party will have any further obligation to perform under this
14 Agreement; provided, however, Defendant will remain responsible for paying all Settlement
15 Administration Expenses incurred to that point. Defendant must notify Class Counsel and the
16 Court of its election to withdraw not later than seven (7) days after the Administrator sends the
17 final Exclusion List to Defense Counsel; late elections will have no effect.

18 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
19 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
20 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
21 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
22 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts
23 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
24 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
25 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

26 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
27 by a Participating Class Member, including the right to file responsive documents in Court no
28

1 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
2 accepted by the Court.

3 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
4 Approval on any material change to the Settlement (including, but not limited to, the scope of
5 release to be granted by Class Members), the Parties will expeditiously work together in good
6 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
7 Approval. The Court's decision to award less than the amounts requested for the Class
8 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
9 Expenses Payment, and/or Administrator Costs Payment shall not constitute a material
10 modification to the Agreement within the meaning of this paragraph.

11 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
12 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
13 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
14 and (iii) addressing such post-Judgment matters as are permitted by law.

15 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
17 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
18 counsel, and all Participating Class Members who did not object to the Settlement as provided in
19 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
20 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
21 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
22 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
23 obligations to perform under this Agreement will be suspended until such time as the appeal is
24 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
25 of the Net Settlement Amount.

26 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
27 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
28 modification of this Agreement (including, but not limited to, the scope of release to be granted

by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit

1 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
2 or indirectly, specifically or generally, to any person, corporation, association, government
3 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
4 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
5 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
6 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
7 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
8 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
9 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
10 communication, before the filing of the Motion for Preliminary Approval, with any third party
11 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
12 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
13 communications with Class Members in accordance with Class Counsel's ethical obligations
14 owed to Class Members.

15 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
17 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
18 to communicate with Class Members in accordance with Class Counsel's ethical obligations
19 owed to Class Members.

20 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
21 together with its attached exhibits shall constitute the entire agreement between the Parties
22 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
23 inducements made to or by any Party.

24 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
26 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
27 its terms, and to execute any other documents reasonably required to effectuate the terms of this
28 Agreement including any amendments to this Agreement.

1 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties or their
18 representatives, and approved by the Court.

19 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.

21 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

24 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

12.13 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.

12.14 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.

12.15 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.

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

To Plaintiff:

D.LAW, INC.
Emil Davtyan
Emil@d.law
David Yeremian
david@yeremianlaw.com
Enoch J. Kim
e.kim@d.law
Natalie Haritounian
n.haritounian@d.law
Jonas Agle
j.agle@d.law
450 N Brand Blvd., Ste 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

DUGGAN MCHUGH LAW CORPORATION
Jennifer E. Duggan (SBN 183833)
jennifer@dugganmchugh.com
Katie A. Collins (SBN 309475)
katie@dugganmchugh.com
641 Fulton Ave., Suite 100

Sacramento, CA 95825
Telephone: (916) 550-5309

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

12.18 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 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.

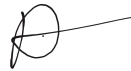
IT IS SO AGREED.

By the Parties:

DATED: _____

Plaintiff Tonya Dwyer

DATED: 01 / 30 / 2025



Defendant Pinsetters, Inc. dba Country Club Lanes

By: Dave Haness

Position: President

Sacramento, CA 95825
Telephone: (916) 550-5309

12.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

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IT IS SO AGREED.

By the Parties:

DATED: 1/29/2025

Signed by:

E29438783F8C43B...

Plaintiff Tonya Dwyer

DATED: _____

Defendant Pinsetters, Inc. dba Country Club Lanes

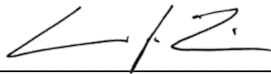
By: _____

Position: _____

1 Approved by counsel AS TO FORM ONLY:

2 DATED: January 28, 2025

D.LAW, INC.

3
4 By: _____

5 David Yeremian

6 Enoch J. Kim

Natalie Haritounian

7 Counsel for Plaintiff Tonya Dwyer

8
9
10 DATED: January 28, 2025

DUGGAN MCHUGH LAW CORPORATION

11
12 By: _____

13 Jennifer E. Duggan

14 Katie A. Collins

15 Attorneys for Defendant Pinsetters, Inc. dba Country
16 Club Lanes