

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)
brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, ANNA KATE CAROLINE HARRISON,
on behalf of herself and all others similarly situated and aggrieved

LOEB & LOEB LLP

Sarina Saluja (SBN 253781)
ssaluja@loeb.com
Avi Gholian (SBN 327531)
agholian@loeb.com
110100 Santa Monica Blvd. Suite 2200
Los Angeles, CA 90067
Tel: (310) 282-2216; Fax: (310) 919-3908

Attorneys for Defendant, JOGUE CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ANNA KATE CAROLINE HARRISON, an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

JOGUE CORPORATION, a Michigan
corporation; OMAR MANKAR, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CIVSB2411782
[Assigned for all purposes to Hon. William
J. Schneider, Jr. in Dept. S32]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: April 3, 2024
Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Anna Kate Caroline Harrison (“Plaintiff”) and defendant Jogue Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants, captioned *Anna Kate Caroline Harrison v. Jogue Corporation and Omar Mankar*, Case No. CIVSB2411782, initiated on April 3, 2024, and pending in Superior Court of the State of California, County of San Bernardino.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), 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 employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. “Class” means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period.

1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, and Brandon M. Chang 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 COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, 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 April 3, 2020, through November 18, 2024.

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 San Bernardino.

1.16. “Defendant” means named defendant Jogue Corporation.

1.17. “Individual Defendant” means named defendant Omar Mankar.

1.18. “Defense Counsel” means Avi Gholian and Sarina Saluja of Loeb & Loeb LLP.

1.19. “Effective Date” means the later of: (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 based upon the Final Approval.

1.23. “Gross Settlement Amount” means \$300,000.00 (Three Hundred Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator’s Expenses.

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 Workweeks worked during the PAGA Period.

1.26. “Judgment” means the judgment entered by the Court based upon 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: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses 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 Second Amended Complaint to be filed in the Action, as described in Paragraph 2.8 below.

1.32. “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).

1.33. “PAGA Period” means the period from April 3, 2023, through the end of the Class Period.

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

1.35. “PAGA Notice” means plaintiff’s April 3, 2024 letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$15,000.00), allocated 25% to the Aggrieved Employees (\$3,750.00) and the 75% to the LWDA (\$11,250.00) in settlement of PAGA claims.

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

1.38. “Pay Period” means a pay period in which an Aggrieved Employee performed work for Defendant as an Aggrieved Employee during the PAGA Period.

1.39. “Plaintiff” means Anna Kate Caroline Harrison the named plaintiff in the Action.

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

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

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

1 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
2 below.

3 1.44. "Released Parties" means: Jogue Corporation, and each of its former, present and future
4 owners, parents, affiliates (including, Jogue, Inc.), and subsidiaries, and all of their current,
5 former, and future officers, directors, members, managers, employees, (including, but not limited
6 to, Omar Mankar) consultants, partners, shareholders, joint venturers, agents, predecessors,
7 successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

8 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be
9 excluded from the Class Settlement signed by the Class Member.

10 1.46. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to
11 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
12 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
13 Settlement. Class Members to whom Notice Packets are resent after having been returned
14 undeliverable to the Administrator shall have an additional 15 days beyond the Response
15 Deadline has expired.

16 1.47. "Settlement" means the disposition of the Action effected by this Agreement and the
17 Judgment.

18 1.48. "Workweek" means any week during which a Class Member worked for Defendants, for
19 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
20 termination dates (as applicable).

21 **2. RECITALS**

22 2.1. On April 3, 2024 Plaintiff commenced this Action by filing a complaint in the San
23 Bernardino Superior Court, Case No. CIVSB2411782 against Defendant and Individual
24 Defendant for: (1) Sexual Harassment; (2) Unfair Competition; (3) Failure to Pay Overtime
25 Wages; (4) Failure to Pay Minimum Wages; (5) Failure to provide Meal Periods; (6) Failure to
26 Provide Rest Periods; (7) Waiting Time Penalties; (8) Wage Statement Violations ; (9) Failure
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1 to Timely Pay Wages; (10) Failure to Indemnify Work Expenses; and (11) Violation of Labor
2 Code 227.3 (“Action”).

3 2.2. Also on April 3, 2024, Plaintiff filed a notice with the LWDA seeking civil penalties for
4 various Labor Code violations.

5 2.3. On June 13, 2024, Plaintiff filed her separate PAGA complaint in the San Bernardino
6 Superior Court, Case No. CIVSB2418966 (the “PAGA Action”), seeking civil penalties under
7 PAGA.

8 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

9 2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll
10 records for 100% of Class Members through mediation; (b) anonymized class member list with
11 job titles, dates of hire/termination, and rates of pay; (c) anonymized PAGA aggrieved employees
12 list with job titles and dates of hire/termination; (d) Employee Handbook dated 2017 (rev. 2019);
13 (e) Employee Handbook dated 2024; and (f) all documents pertaining to Plaintiff available to
14 Defendant.

15 2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
16 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
17 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

18 2.7. On November 18, 2024, the Parties participated in an all-day mediation presided over by
19 Nikki Tolt, Esquire. The mediation was successful, and the Parties agreed to globally resolve all
20 class and PAGA claims in the Action.

21 2.8. As part of this Agreement, the Parties further agree to stipulate to Plaintiff filing a
22 California Rules of Court Rule 3.770 compliant request for dismissal without prejudice of
23 Plaintiff’s class-wide Sexual Harassment allegation from the Action, and thereafter, a Second
24 Amended Complaint in the Action, adding Plaintiff’s claims alleged in the PAGA Action to the
25 Action. Upon the acceptance of the Second Amended Complaint in the Action, Plaintiff shall file
26 a request for dismissal of the PAGA Action, without prejudice. The Second Amended Complaint
27 shall be the Operative Complaint in the Action.

2.9. The Court has not granted class certification.

2.10. 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 8.1 below, Defendant promises to pay \$300,000.00 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 on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or 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: A 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.

1 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
2 Representative Service Payment.

3 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
4 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
5 Agreement, is currently estimated to be \$105,000.00 and a Class Counsel Litigation
6 Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests for
7 these payments provided that they do not exceed these amounts. Plaintiff and/or Class
8 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
9 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
10 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
11 than the amounts requested, the Administrator will allocate the remainder to the Net
12 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
13 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
14 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
15 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
16 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
17 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
18 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
19 or controversy regarding any division or sharing of any of these Payments. There will
20 be no additional charge of any kind to either the Settlement Class Members or request
21 for additional consideration from Defendant for such work unless, Defendant materially
22 breach this Agreement, including any term regarding funding, and further efforts are
23 necessary from Class Counsel to remedy said breach, including, without limitation,
24 moving the Court to enforce the Agreement. Should the Court approve attorneys' fees
25 and/or litigation costs and expenses in amounts that are less than the amounts provided
26 for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

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1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$4,750.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$4,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility
17 and liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for distribution
22 to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00)
25 allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual
26 PAGA Payments.

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1 3.2.5.1. The Administrator will calculate each Individual PAGA
2 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share
3 of PAGA Penalties by the total number of PAGA Period Pay Periods worked
4 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
5 result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved
6 Employees assume full responsibility and liability for any taxes owed on their
7 Individual PAGA Payment.

8 3.2.5.2. If the Court approves PAGA Penalties of less than the
9 amount requested, the Administrator will allocate the remainder to the Net
10 Settlement Amount. The Administrator will report the Individual PAGA
11 Payments on IRS 1099 Forms.

12 **4. SETTLEMENT FUNDING AND PAYMENTS**

13 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of records
14 produced by Defendant, Plaintiff estimates there are 36 Class Members who collectively worked
15 a total of 2,734 Workweeks, and 22 of Aggrieved Employees who worked a total of 524 PAGA
16 Pay Periods.

17 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
18 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
19 form, as readily available to Defendant. To protect Class Members' privacy rights, the
20 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
21 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
22 employees who need access to the Class Data to effect and perform under this Agreement.
23 Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class
24 Data omitted class member identifying information and to provide corrected or updated Class
25 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant
26 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
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1 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
2 omitted Class Data.

3 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount by transmitting the funds to the Administrator no later than 14 days after the Effective
5 Date.

6 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the
7 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
8 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
11 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
12 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
13 Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First Class U.S.
16 Mail, postage prepaid. The face of each check shall prominently state the date (not less
17 than 180 days after the date of mailing) when the check will be voided. The
18 Administrator will cancel all checks not cashed by the void date. The Administrator
19 will send checks for Individual Settlement Payments to all Participating Class Members
20 (including those for whom Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all Aggrieved Employees including
22 Non-Participating Class Members who qualify as Aggrieved Employees (including
23 those for whom Class Notice was returned undelivered). The Administrator may send
24 Participating Class Members a single check combining the Individual Class Payment
25 and the Individual PAGA Payment. Before mailing any checks, the Settlement
26 Administrator must update the recipients' mailing addresses using the National Change
27 of Address Database.

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding
3 address. Within 7 days of receiving a returned check the Administrator must re-mail
4 checks to the USPS forwarding address provided or to an address ascertained through
5 the Class Member Address Search. The Administrator need not take further steps to
6 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
7 The Administrator shall promptly send a replacement check to any Class Member whose
8 original check was lost or misplaced, requested by the Class Member prior to the void
9 date.

10 4.4.3. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
12 shall transmit the funds represented by such checks to the California Controller's
13 Unclaimed Property fund in the name of the Class Member thereby leaving no "unpaid
14 residue" subject to the requirements of California Code of Civil Procedure Section 384.

15 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
16 not obligate Defendant to confer any additional benefits or make any additional
17 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
18 specified in this Agreement.

19 **5. RELEASE OF CLAIMS**

20 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
21 and on the date when Defendant fully fund the entire Gross Settlement Amount and fund all
22 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
23 Class Members, and Class Counsel will release claims against all Released Parties as follows:

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

10 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
11 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
12 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
13 which reads:

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

18 5.2. Release of Class Claims: For the duration of the Class Period, all Participating Class
19 Members, on behalf of themselves and their respective former and present representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
21 claims that were alleged, or could have been alleged, based on the facts stated in the Operative
22 Complaint including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to
23 pay minimum wages; (3) all claims for failure to provide meal periods, or compensation in lieu
24 thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof
25 (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for
26 non-compliant wage statements; (7) failure to reimburse business expenses; and (8) all claims
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1 asserted through California Business & Professions Code section 17200, *et seq.* arising out of the
2 Labor Code violations referenced in the Operative Complaint.

3 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
4 release any other claims, including claims for vested benefits, wrongful termination, violation of
5 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
6 workers' compensation, or claims based on facts occurring outside the Class Period.

7 5.4. Release of PAGA Claims: For the duration of the PAGA Period, and to the extent
8 permitted by law, the LWDA, the State of California, and Aggrieved Employees, by and through
9 Plaintiff as an agent and proxy of the LWDA, are deemed to release, on behalf of themselves and
10 their respective former and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
12 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
13 Complaint and the PAGA Notice.

14 **6. MOTION FOR PRELIMINARY APPROVAL**

15 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
16 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
17 Approvals.

18 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense
19 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
20 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
21 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
22 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
23 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
24 declaration from the Administrator attaching its "not to exceed" bid for administering the
25 Settlement and attesting to its willingness to serve; competency; operative procedures for
26 protecting the security of Class Data; amounts of insurance coverage for any data breach,
27 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
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1 interest with Class Members; and the nature and extent of any financial relationship with
2 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
3 willingness and competency to serve and disclosing all facts relevant to any actual or potential
4 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
5 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
6 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
7 (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code
8 section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
9 with Class Members and the Administrator.

10 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
11 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
12 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
13 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
14 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
15 Administrator.

16 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
17 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
18 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
19 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
20 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
22 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
23 Court's concerns.

24 7. SETTLEMENT ADMINISTRATION

25 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
26 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
27 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
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for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

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

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

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search,

1 and re-mail the Class Notice to the most current address obtained. The Administrator
2 has no obligation to make further attempts to locate or send Class Notice to Class
3 Members whose Class Notice is returned by the USPS a second time.

4 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
5 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
6 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
7 notice is re-mailed. The Administrator will inform the Class Member of the extended
8 deadline with the re-mailed Class Notice.

9 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
10 discovers any persons who believe they should have been included in the Class Data
11 and should have received Class Notice, the Parties will expeditiously meet and confer,
12 and in good faith, in an effort to agree on whether to include them as Class Members.
13 If the Parties agree, such persons will be Class Members entitled to the same rights as
14 other Class Members, and the Administrator will send, via email or overnight delivery,
15 a Class Notice requiring them to exercise options under this Agreement not later than
16 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
17 ever are later.

18 7.5. Requests for Exclusion (Opt-Outs).

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

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1 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
2 fails to contain all the information specified in the Class Notice. The Administrator
3 shall accept any Request for Exclusion as valid if the Administrator can reasonably
4 ascertain the identity of the person as a Class Member and the Class Member's desire
5 to be excluded. The Administrator's determination shall be final and not appealable or
6 otherwise susceptible to challenge. If the Administrator has reason to question the
7 authenticity of a Request for Exclusion, the Administrator may demand additional proof
8 of the Class Member's identity. The Administrator's determination of authenticity shall
9 be final and not appealable or otherwise susceptible to challenge.

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

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

23 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
24 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
25 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
26 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
27 the allocation by communicating with the Administrator via mail. The Administrator must
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1 encourage the challenging Class Member to submit supporting documentation. In the absence
2 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
3 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
4 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
5 Periods shall be final and not appealable or otherwise susceptible to challenge. The
6 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
7 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
8 the challenges.

9 **7.7. Objections to Settlement**

10 7.7.1. Only Participating Class Members may object to the class action components of
11 the Settlement and/or this Agreement, including contesting the fairness of the
12 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
13 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

21 7.7.3. Non-Participating Class Members have no right to object to any of the class action
22 components of the Settlement.

23 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
24 performed or observed by the Administrator contained in this Agreement or otherwise.

25 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
26 and use an internet website to post information of interest to Class Members including
27 the date, time and location for the Final Approval Hearing and copies of the Settlement
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1 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
2 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
3 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
4 the Final Approval and the Judgment. The Administrator will also maintain and monitor
5 an email address and a toll-free telephone number to receive Class Member calls and
6 emails.

7 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
8 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
9 Not later than 5 days after the expiration of the deadline for submitting Requests for
10 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
11 containing (a) the names and other identifying information of Class Members who have
12 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
13 other identifying information of Class Members who have submitted invalid Requests
14 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
15 (whether valid or invalid).

16 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally the number
18 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
19 Exclusion (whether valid or invalid) received, objections received, challenges to
20 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
21 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
22 Weekly Reports must include provide the Administrator’s assessment of the validity of
23 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
24 received.

25 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
26 address and make final decisions consistent with the terms of this Agreement on all
27 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
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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 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 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 7 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 Defendant's records, Plaintiff estimates that, as of the date of this Settlement Agreement, (1) there are 36 Class Members and 2,734 Total Workweeks during the Class Period and (2) there are 22 Aggrieved Employees who worked 524 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. The Parties agree that in the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 273

1 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the
2 Workweeks in excess of 3,007 Workweeks multiplied by the Workweek Value. The Workweek
3 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
4 (\$300,000.00) by 2,734, which amounts to a Workweek Value of \$109.73. Thus, for example,
5 should there be 3,500 Workweeks in the Class Period, then the Gross Settlement Amount shall
6 be increased by \$54,096.89 (3,500 Workweeks – 3,007 Workweeks) x \$109.73 per Workweek.)

7 **9. MOTION FOR FINAL APPROVAL**

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

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

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

1 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
3 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
4 and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

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1 **10. AMENDED JUDGMENT**

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

4 **11. ADDITIONAL PROVISIONS**

5 11.1. Termination or Revocation of Settlement. If five percent (5%) or more of the Class
6 Members submit timely and valid Requests for Exclusion, Defendant may elect, at its sole
7 discretion, to rescind the Settlement Agreement. Defendant must exercise this right of rescission
8 in writing that is provided to Class Counsel within ten (10) calendar days of the Response
9 Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
10 administration owed to the Settlement Administrator incurred up to that date.

11 11.1.1. Effect of Termination of Settlement. Termination of the Settlement Agreement
12 shall have the following effects:

13 11.1.1.1. The Settlement Agreement shall be void and shall have no force or effect,
14 and no Party shall be bound by any of its terms.

15 11.1.1.2. In the event the Settlement Agreement is terminated, Defendant shall have
16 no obligation to make any payment to any party, Class Member or attorney,
17 except that the terminating party shall pay the Settlement Administrator for
18 services rendered up to the date the Settlement Administrator is notified that the
19 settlement had been terminated;

20 11.1.1.3. The Preliminary Approval Order, Final Approval Order and Judgment,
21 including any order certifying the Class, shall be vacated;

22 11.1.1.4. The Settlement Agreement and all negotiations, statements and
23 proceedings relating thereto shall be without prejudice to the rights of any of
24 the Parties, all of whom shall be restored to their respective positions in the
25 Action prior to the execution of the Settlement Agreement;

26 11.1.1.5. Neither this Settlement Agreement, nor any ancillary documents, actions,
27 statements or filings in furtherance of the Settlement (including all matters
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associated with the mediation) shall be admissible or offered into evidence in the Action for any other action for any purpose whatsoever;

11.1.1.6. Any documents generated to bring the settlement into effect, will be null and void, and any order to judgment entered by the Court in furtherance of this Settlement Agreement, will likewise be treated as void from the beginning; and

11.1.1.7. The Parties shall request that the Court reopen the proceedings within 30 calendar days.

11.2. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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 reasons, and 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).

11.3. 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 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom

1 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
2 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
3 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
4 government agency. Each Party agrees to immediately notify each other Party of any judicial or
5 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
6 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
7 conversation or other communication, before the filing of the Motion for Preliminary Approval,
8 any with third party regarding this Agreement or the matters giving rise to this Agreement except
9 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
10 restrict Class Counsel’s communications with Class Members in accordance with Class
11 Counsel’s ethical obligations owed to Class Members. Class Counsel agrees not to identify
12 Defendants in any way in any website, blog, article, or social media.

13 11.4. No Solicitation. The Parties separately agree that they and their respective counsel and
14 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
15 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
16 ability to communicate with Class Members in accordance with Class Counsel’s ethical
17 obligations owed to Class Members.

18 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
19 together with its attached exhibits shall constitute the entire agreement between the Parties
20 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
21 inducements made to or by any Party.

22 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
23 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
24 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
25 its terms, and to execute any other documents reasonably required to effectuate the terms of this
26 Agreement including any amendments to this Agreement.

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1 11.7. 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 11.8. 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 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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 11.10. 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 or agreed to by all
18 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
19 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
20 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
21 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
22 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
23 the use of signatures previously provided by the Parties.

24 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
25 the benefit of, the successors of each of the Parties.

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1 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting.

7 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive
9 the execution of this Agreement.

10 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
11 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
12 in connection with the mediation, other settlement negotiations, or in connection with the
13 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
14 be used in any way that violates any existing contractual agreement, statute, or rule of court.

15 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
18 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
22 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
23 be accepted as an original. All executed counterparts and each of them will be deemed to be one
24 and the same instrument if counsel for the Parties will exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
26 and contents of this Agreement.

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11.19. 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.

11.20. 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 Defendants' 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.

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IT IS SO AGREED:

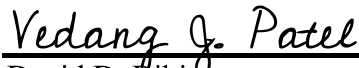

Anna Kate Caroline Harrison (Apr 22, 2025 17:13 PDT)

Plaintiff, Anna Kate Caroline Harrison

Anil Sastry

Defendant, Jogue Corporation

AGREED AS TO FORM ONLY:



David D. Bibiyan
 Vedang J. Patel
 Counsel for Plaintiff



Avi Gholian
 Sarina Saluja
 Counsel for Defendants