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WEAVE, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

AMBERLY LYNN WIRSING, an individual,
and on behalf of all others similarly situated,

Plaintiff,

v.

WEAVE, INC., a company; and DOES 1
through 100, inclusive,

Defendant.

CASE NO.: 24CV009625

[Assigned for All Purposes to the Hon.
Lauri A. Damrell, Dept. 22]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: May 15, 2024

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Amberly Lynn Wirsing (“Plaintiff”) and Defendant WEAVE, Inc. (“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 Defendant, captioned *Amberly Lynn Wirsing v. Weave, Inc.*, Case No. 24CV009625, initiated on May 15, 2024, and pending in Superior Court of the State of California, County of Sacramento.

1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the neutral entity Plaintiff has selected 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 Bibiyan Law Group, P.C.

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

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social

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

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

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

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

1.12. “Class Period” means the period from May 15, 2020 through October 7, 2025.

1.13. “Class Representative” means the named Plaintiff in the operative complaints 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 Sacramento.

1.16. “Defendant” means named defendant WEAVE, Inc.

1.17. “Defense Counsel” means Medina McKelvey LLP.

1.18. “Effective Date” means the date on which the Judgment becomes 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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means \$765,000.00 (Seven Hundred Sixty-Five 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 and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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, the Class Representative Service Payment, and the Administrator’s Expenses.

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

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

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

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

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- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “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.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).
- 1.31. “PAGA Period” means the period from May 15, 2023 through the end of the Class Period.
- 1.32. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s May 15, 2024 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$60,000.00), allocated 25% to the Aggrieved Employees (\$15,000.00) and 75% to the LWDA (\$45,000.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Amberly Lynn Wirsing, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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

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

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

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

1.42. “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.

1.43. “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) mail Requests for Exclusion from the Settlement, or (b) 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 15 days beyond the Response Deadline would otherwise expire.

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

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

2. **RECITALS**

2.1. On May 15, 2024, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant WEAVE, Inc. in the Superior Court of California, County of

Sacramento, Case No. 24CV009625, alleging wage and hour violations including, without limitation, failure to pay overtime and minimum wages; failure to provide meal periods and rest breaks or compensation in lieu thereof; waiting time penalties; wage statement violations; and unfair competition (the “Class Action”).

2.2. On July 22, 2024, Plaintiff filed a separate action against Defendant for alleged civil penalties under the Labor Code Private Attorneys General Act of 2004, Sacramento County Superior Court Case No. 24CV014496 (the “PAGA Action”).

2.3. On November 11, 2024, the Parties filed a Stipulation and Order to Continue Defendant’s Responsive Pleading Deadline and Stay Case Pending Mediation in the PAGA Action.

2.4. On December 2, 2024, the Parties filed a Stipulation and Order to Stay Case Pending Mediation in the Class Action.

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

2.6. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for 100% of Class Members through mediation; (b) a class list of hire dates, termination dates, and rates of pay for all Class Members; (c) wage and hour policy documents; (d) contact information for Class Members; and (e) all documents pertaining to Plaintiff available to Defendant.

2.7. 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*”).

2.8. On August 7, 2025, the Parties participated in private mediation with Monique Ngo-Bonnici, Esq. The mediation was successful, and the Parties accepted the mediator’s proposal to globally resolve all claims in the Class Action and PAGA Action. As part of the Parties’ agreement to globally resolve all claims, the Parties agreed that Plaintiff would amend the Class Action to include the claims from the PAGA Action, that such claims would relate back

1 to the filing of the PAGA Action, and that Plaintiff would dismiss the PAGA Action with
2 prejudice within ten (10) days after the Court enters the amended complaint in the Class Action.

3 2.9. The Court has not granted class certification. The Parties stipulate to class
4 certification for purposes of settlement only. If the Court does not grant Preliminary and Final
5 Approval of the Class Action Settlement, the Parties will not stipulate to class certification.

6 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
7 of any other pending matter or action asserting claims that will be extinguished or affected by
8 the Settlement.

9 **3. MONETARY TERMS**

10 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
11 Defendant promises to pay \$765,000.00 (Seven Hundred Sixty-Five Thousand Dollars and Zero
12 Cents) as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this
13 Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions
14 of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement
15 Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
16 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring
17 Participating Class Members or Aggrieved Employees to submit any claim as a condition of
18 payment. None of the Gross Settlement Amount will revert to Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
20 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
21 the Court in the Final Approval:

22 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of
23 not more than \$10,000.00 in addition to any Individual Class Payment and any
24 Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class
25 Member. Defendant will not oppose Plaintiff's request for a Class Representative
26 Service Payment that does not exceed this amount. As part of the motion for Class
27 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
28 Court approval for any Class Representative Service Payments prior to the Final

1 Approval Hearing. If the Court approves a Class Representative Service Payment
2 less than the amount requested, the Administrator will retain the remainder in the
3 Net Settlement Amount. The Administrator will pay the Class Representative
4 Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and
5 liability for employee taxes owed on the Class Representative Service Payment.

6 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more
7 than 35% of the Gross Settlement Amount, which, unless escalated pursuant to
8 Paragraph 8.1 of this Agreement, is currently estimated to be \$267,750.00, and a
9 Class Counsel Litigation Expenses Payment of not more than \$30,000.00.
10 Defendant will not oppose requests for these payments provided that they do not
11 exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a
12 motion for Class Counsel Fees Payment and Class Litigation Expenses Payment
13 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees
14 Payment and/or a Class Counsel Litigation Expenses Payment less than the
15 amounts requested, the Administrator will allocate the remainder to the Net
16 Settlement Amount. Released Parties shall have no liability to Class Counsel or
17 any other Plaintiff's Counsel arising from any claim to any portion of any Class
18 Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The
19 Administrator will pay the Class Counsel Fees Payment and Class Counsel
20 Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel
21 assume full responsibility and liability for taxes owed on the Class Counsel Fees
22 Payment and the Class Counsel Litigation Expenses Payment and hold Defendant
23 harmless, and indemnify Defendant, from any dispute or controversy regarding
24 any division or sharing of any of these payments. There will be no additional
25 charge of any kind to either the Settlement Class Members or any request for
26 additional consideration from Defendant for such work unless Defendant
27 materially breaches this Agreement, including any term regarding funding, and
28 further efforts are necessary from Class Counsel to remedy said breach, including,

1 without limitation, moving the Court to enforce the Agreement. Should the Court
2 approve attorneys' fees and/or litigation costs and expenses in amounts that are
3 less than the amounts provided for herein, then the unapproved portion(s) shall be
4 a part of the Net Settlement Amount.

5 3.2.3. To the Administrator: An Administrator Expenses Payment not to
6 exceed \$10,000.00 except for a showing of good cause and as approved by the
7 Court. To the extent the Administration Expenses are less or the Court approves
8 payment less than \$10,000.00, the Administrator will retain the remainder in the
9 Net Settlement Amount.

10 3.2.4. To Each Participating Class Member: An Individual Class
11 Payment calculated by (a) dividing the Net Settlement Amount by the total
12 number of Workweeks worked by all Participating Class Members during the
13 Class Period and (b) multiplying the result by each Participating Class Member's
14 Workweeks.

15 3.2.4.1. Tax Allocation of Individual Class Payments. 10%
16 of each Participating Class Member's Individual Class Payment will be
17 allocated to settlement of wage claims (the "Wage Portion"). The Wage
18 Portions are subject to tax withholding and will be reported on an IRS W-
19 2 Form. The 90% of each Participating Class Member's Individual Class
20 Payment will be allocated to settlement of claims for interest and penalties
21 (the "Non-Wage Portion"). The Non-Wage Portions are not subject to
22 wage withholdings and will be reported on IRS 1099 Forms. Participating
23 Class Members assume full responsibility and liability for any employee
24 taxes owed on their Individual Class Payment.

25 3.2.4.2. Effect of Non-Participating Class Members on
26 Calculation of Individual Class Payments. Non-Participating Class
27 Members will not receive any Individual Class Payments. The
28 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 \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00) allocated to the LWDA PAGA Payment and 25% (\$15,000.00) 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 \$15,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 426 Class Members who collectively worked a total of 25,500 Workweeks, and approximately 241 Aggrieved Employees who worked a total of 5,224 PAGA Pay Periods.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a

1 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
2 class member identifying information and to provide corrected or updated Class Data as soon as
3 reasonably feasible. Without any extension of the deadline by which Defendant must send the
4 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
5 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
6 Data.

7 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
8 Amount in four (4) equal installments of \$191,250.00 each as follows: (i) the first installment
9 within 30 days after Final Approval; (ii) the second installment within six (6) months after the
10 first installment; (iii) the third installment within six (6) months after the second installment; and
11 (iv) the fourth installment within six (6) months after the third installment. Defendant shall
12 separately fund the employer's share of payroll taxes when due, separately from the Gross
13 Settlement Amount.

14 4.4. Payments from the Gross Settlement Amount. Within 7 days after each
15 installment is received, the Administrator shall disburse payments pro rata consistent with this
16 Agreement, provided that no distribution to Class Members shall occur until the Administrator
17 has received sufficient funds to make the corresponding distribution(s) contemplated by this
18 Agreement.

19 4.4.1. The Administrator will issue checks for the Individual Class
20 Payments (and/or Individual PAGA Payments) and send them to the Class
21 Members via First Class U.S. Mail, postage prepaid. The face of each check shall
22 prominently state the date (not less than 180 days after the date of mailing) when
23 the check will be voided. The Administrator will cancel all checks not cashed by
24 the void date. The Administrator will send checks for Individual Class Payments
25 to all Participating Class Members (including those for whom Class Notice was
26 returned undelivered). The Administrator will send checks for Individual PAGA
27 Payments to all Aggrieved Employees including Non-Participating Class
28 Members who qualify as Aggrieved Employees (including those for whom Class

1 Notice was returned undelivered). The Administrator may send Participating
2 Class Members a single check combining the Individual Class Payment and the
3 Individual PAGA Payment. Before mailing any checks, the Settlement
4 Administrator must update the recipients' mailing addresses using the National
5 Change of Address Database.

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

15 4.4.3. For any Class Member whose Individual Class Payment check or
16 Individual PAGA Payment check is uncashed and cancelled after the void date,
17 the Administrator shall transmit the funds represented by such checks to the *cy*
18 *pres* recipient, Legal Aid at Work, for use in any county in need in California.

19 4.4.4. The payment of Individual Class Payments and Individual PAGA
20 Payments shall not obligate Defendant to confer any additional benefits or make
21 any additional payments to Class Members (such as 401(k) contributions or
22 bonuses) beyond those specified in this Agreement.

23 **5. RELEASE OF CLAIMS**

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

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5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, 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 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. ("Plaintiff's 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 only, Plaintiff expressly waives and relinquish 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. Release by Participating Class Members: For the duration of the Class Period, 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 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint.

5.3. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former

and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

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

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Defendant's Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

6.2. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming

1 willingness and competency to serve and disclosing all facts relevant to any actual or potential
2 conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm
3 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
4 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
5 (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code
6 section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest
7 with Class Members and the Administrator.

8 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
9 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the
10 full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
11 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
12 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
13 Administrator.

14 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
15 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
16 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
17 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
18 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
20 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
21 Court's concerns.

22 **7. SETTLEMENT ADMINISTRATION**

23 7.1. Selection of Administrator. Plaintiff has selected Phoenix to serve as the
24 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
25 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
26 for payment of Administration Expenses. The Parties and their Counsel represent that they have
27 no interest or relationship, financial or otherwise, with the Administrator other than a professional
28 relationship arising out of prior experiences administering settlements.

1 7.2. Employer Identification Number. The Administrator shall have and use its own
2 Employer Identification Number for purposes of calculating payroll tax withholdings and
3 providing reports to state and federal tax authorities.

4 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund
5 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
6 Regulation section 468B-1.

7 7.4. Notice to Class Members

8 7.4.1. No later than three (3) business days after receipt of the Class Data,
9 the Administrator shall notify Class Counsel that the list has been received and
10 state the number of Class Members, Aggrieved Employees, Workweeks, and Pay
11 Periods in the Class Data.

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

22 7.4.3. Not later than 3 business days after the Administrator’s receipt of
23 any Class Notice returned by the USPS as undelivered, the Administrator shall re-
24 mail the Class Notice using any forwarding address provided by the USPS. If the
25 USPS does not provide a forwarding address, the Administrator shall conduct a
26 Class Member Address Search, and re-mail the Class Notice to the most current
27 address obtained. The Administrator has no obligation to make further attempts
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1 to locate or send Class Notice to Class Members whose Class Notice is returned
2 by the USPS a second time.

3 7.4.4. The deadlines for Class Members' written objections, Challenges
4 to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
5 an additional 15 days beyond the 45 days otherwise provided in the Class Notice
6 for all Class Members whose notice is re-mailed. The Administrator will inform
7 the Class Member of the extended deadline with the re-mailed Class Notice.

8 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by
9 or otherwise discovers any persons who believe they should have been included
10 in the Class Data and should have received Class Notice, the Parties will
11 expeditiously meet and confer, and in good faith, in an effort to agree on whether
12 to include them as Class Members. If the Parties agree, such persons will be Class
13 Members entitled to the same rights as other Class Members, and the
14 Administrator will send, via email or overnight delivery, a Class Notice requiring
15 them to exercise options under this Agreement not later than 15 days after receipt
16 of Class Notice, or the deadline dates in the Class Notice, which ever are later.

17 7.5. Requests for Exclusion (Opt-Outs)

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

27 7.5.2. The Administrator may not reject a Request for Exclusion as
28 invalid because it fails to contain all the information specified in the Class Notice.

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

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

15 7.5.4. Every Class Member who submits a valid and timely Request for
16 Exclusion is a Non-Participating Class Member and shall not receive an
17 Individual Class Payment or have the right to object to the class action
18 components of the Settlement. Because future PAGA claims are subject to claim
19 preclusion upon entry of the Judgment, Non-Participating Class Members who
20 are Aggrieved Employees are deemed to release the claims identified in Paragraph
21 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

22 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days
23 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members
24 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
25 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
26 challenge the allocation by communicating with the Administrator via mail. The Administrator
27 must encourage the challenging Class Member to submit supporting documentation. In the
28 absence of any contrary documentation, the Administrator is entitled to presume that the

1 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
2 Data. The Administrator's determination of each Class Member's allocation of Workweeks
3 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
4 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
5 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
6 of the challenges.

7 7.7. Objections to Settlement

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

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

19 7.7.3. Non-Participating Class Members have no right to object to any of the
20 class action components of the Settlement.

21 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks
22 to be performed or observed by the Administrator contained in this Agreement or otherwise.

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

1 Litigation Expenses Payment and Class Representative Service Payment, the
2 Final Approval and the Judgment. The Administrator will also maintain and
3 monitor an email address and a toll-free telephone number to receive Class
4 Member calls and emails.

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

14 7.8.3. Weekly Reports. The Administrator must, on a weekly basis,
15 provide written reports to Class Counsel and Defense Counsel that, among other
16 things, tally the number of: Class Notices mailed or re-mailed, Class Notices
17 returned undelivered, Requests for Exclusion (whether valid or invalid) received,
18 objections received, challenges to Workweeks and/or Pay Periods received and/or
19 resolved, and checks mailed for Individual Class Payments and Individual PAGA
20 Payments (“Weekly Report”). The Weekly Reports must include the
21 Administrator’s assessment of the validity of Requests for Exclusion and attach
22 copies of all Requests for Exclusion and objections received.

23 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has
24 the authority to address and make final decisions consistent with the terms of this
25 Agreement on all Class Member challenges over the calculation of Workweeks
26 and/or Pay Periods. The Administrator’s decision shall be final and not
27 appealable or otherwise susceptible to challenge.

28 ///

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 its records, Defendant estimates there are approximately 426 Class Members who collectively worked a total of not more than 25,500 Workweeks, and approximately 241 Aggrieved Employees who worked a total of 5,224 PAGA Pay Periods.

8.1. Increase in Workweeks. Defendant represents that there are no more than 25,500 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10% (i.e., exceeds 28,050 Workweeks), then Defendant shall, at its option, either (1) increase the Gross Settlement Amount

on a pro-rata basis equal to the percentage increase in Workweeks above 10% (for example, if the number of Workweeks increases by 11% overall, the Gross Settlement Amount will increase by 1%), or (2) roll back the end of the Class and PAGA Periods to the date on which 28,050 Workweeks is met. Defendant must exercise its election to end the Class and PAGA Periods on the date on which 28,050 Workweeks is met at least sixty (60) days before the first set Motion for Preliminary Approval. Said election may be reflected by declaration testimony, an addendum of the Settlement, or amendment thereto.

9. DEFENDANT'S RIGHT TO WITHDRAW

If the number of valid Requests for Exclusion exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel.

10. MOTION FOR FINAL APPROVAL

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

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

1 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment, Administrator Expenses Payment and/or individual claims of Plaintiff shall
8 not constitute a material modification to the Agreement within the meaning of this paragraph.

9 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
11 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
12 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
14 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
15 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
16 their respective counsel, and all Participating Class Members who did not object to the Settlement
17 as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights
18 to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
19 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
20 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
21 Parties' obligations to perform under this Agreement will be suspended until such time as the
22 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
23 the amount of the Net Settlement Amount.

24 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
25 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
26 material modification of this Agreement (including, but not limited to, the scope of release to be
27 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
28 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 Expenses 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 section 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 have merit or that Defendant have 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 not 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).

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 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation,

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

13 12.3. No Solicitation. The Parties separately agree that they and their respective counsel
14 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
15 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
16 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
17 ethical obligations owed to Class Members.

18 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
19 Agreement together with its attached exhibits shall constitute the entire agreement between the
20 Parties relating to the Settlement, superseding any and all oral representations, warranties,
21 covenants, or inducements made to or by any Party.

22 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
23 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
25 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
26 terms of this Agreement including any amendments to this Agreement.

27 12.6. Cooperation. The Parties and their counsel will cooperate with each other and
28 use their best efforts, in good faith, to implement the Settlement by, among other things,

1 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
2 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
3 the form or content of any document necessary to implement the Settlement, or on any
4 modification of the Agreement that may become necessary to implement the Settlement, the
5 Parties will seek the assistance of a mediator and/or the Court for resolution.

6 12.7. No Prior Assignments. The Parties separately represent and warrant that they
7 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
8 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
9 action, or right released and discharged by the Party in this Settlement.

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

14 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
15 modified, changed, or waived only by an express written instrument signed or agreed to by all
16 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
17 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
18 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
19 amendments of this Agreement on behalf of the Parties once fully executed, which includes, but
20 is not limited to, authorization of the use of signatures previously provided by the Parties.

21 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and
22 inure to the benefit of, the successors of each of the Parties.

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

26 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and
27 preparation of this Agreement. This Agreement will not be construed against any Party on the
28 basis that the 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. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

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 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.

12.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Amberly Lynn Wirsing

03/06/2026

Plaintiff, Amberly Lynn Wirsing

Signed by:



E33C51E089C541A

For Defendant, WEAVE, Inc.

AGREED AS TO FORM ONLY:

Vedang J. Patel

David D. Bibiyah

Vedang J. Patel

Counsel for Plaintiff



Alexander M. Medina
Counsel for Defendant