

## **AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Alexandra Santos (“Plaintiff”) and Defendant Galileo Learning, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or to one of them individually as “Party.”

### **1. DEFINITIONS.**

- 1.1 “Action” means *Alexandra Santos v. Galileo Learning, LLC*, Alameda Superior Court No. 23CV047714, now pending in the Superior Court of the State of California, County of Alameda.
- 1.2 “Administrator” means 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 any Class Member who worked during the PAGA Period.
- 1.5 “Class” refers to all individuals who were employed by Defendant as a non-exempt hourly employee in California during the Class Period.
- 1.6 “Class Counsel” means Mehrdad Bokhour of Bokhour Law Group P.C. and Joshua Falakassa of Falakassa Law P.C.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for attorneys’ fees and for reimbursement of reasonable litigation expenses.
- 1.8 “Class Data” means personally identifying information in Defendant’s possession, including Class Member names, last-known mailing addresses, Social Security numbers, and the numbers of qualifying class workweeks and PAGA pay periods.
- 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 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 October 16, 2019 through October 31, 2024.
- 1.13 “Class Representative” means Plaintiff Alexandra Santos.
- 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 Alameda.
- 1.16 “Defendant” means Galileo Learning, LLC.
- 1.17 “Defense Counsel” means Seyfarth Shaw LLP, acting through attorney Pamela Vartabedian.
- 1.18 “Effective Date” means the later of (a) the Court’s final approval of the Settlement Agreement, if no objections have been filed, (b) the time of appeal has expired if an objection has been filed, (c) or the final resolution of any appeal that has been filed.
- 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 upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$1,985,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 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 Litigation Expenses Payment, the Class Representative Service Payment, and the Administrator’s Expenses Payment.
- 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 by that Participating Class Member during the relevant 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 workweeks by that Aggrieved Employee during the relevant period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency.

- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The LWDA PAGA Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the “Net Settlement Amount” to be paid to Participating Class Members and Aggrieved Employees as Individual Class Payments and Individual PAGA Payments (which may be combined into a single payment).
- 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 “Operative Complaint” means the Amended Complaint that Plaintiff shall, as part of this Settlement, file to include PAGA claims based on the violations alleged in the currently operative Complaint filed on October 16, 2023.
- 1.31 “PAGA Action” means *Alexandra Santos v. Galileo Learning, LLC*, Alameda Superior Court No. 24CV076353, now pending in the Superior Court of the State of California, County of Alameda.
- 1.32 “PAGA Period” means the period from March 16, 2023 through October 31, 2024.
- 1.33 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.34 “PAGA Notice” means Plaintiff’s September 25, 2023 letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.35 “PAGA Penalties” means \$100,000, the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to Aggrieved Employees and 75% to the LWDA, in settlement of PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiff” means Alexandra Santos, the named plaintiff in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.

- 1.41 “Released PAGA Claims” means the claims being released or precluded as described in Paragraph 5.2 below.
- 1.42 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objections to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

## 2. **RECITALS.**

- 2.1 On October 16, 2023, Plaintiff Alexandra Santos commenced this Action by filing a class action complaint against Defendant.
- 2.2 In connection with this Agreement, Plaintiff Alexandra Santos shall seek permission to file an Amended Complaint, via a Joint Stipulation for Order for Amended Complaint, that adds PAGA claims based on the violations alleged in the currently operative Complaint. Upon the filing of the Amended Complaint in the Action, Plaintiff will dismiss the PAGA Action without prejudice.
- 2.3 The request for permission to file an Amended Complaint shall be filed on or before the date of the filing of the motion for preliminary approval. Class Counsel will share the draft Amended Complaint to defense counsel for comment and approval with reasonable notice before filing the request with the Court to file same. Class Counsel shall seriously consider in good faith Defense Counsel’s comments before filing.
- 2.4 The Parties will treat the Amended Complaint as the operative complaint in the Action (the “Operative Complaint”). Defendant denies all material allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.5 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written timely notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.6 On May 17, 2024, the Parties participated in an all-day mediation with mediator Jonathan Andrews, Esq., which was unsuccessful. On July 9, 2024, the Parties participated in an all-day mediation with mediator Marc Feder, Esq., which resulted in this Agreement.

2.7 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding payroll records plus summary data from Defendant regarding the number of workweeks at issue and relevant policies, among other information exchanged by the Parties. Plaintiff's investigation satisfies the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-30 (2008) ("*Dunk/Kullar*").

2.8 The Court has not granted class certification.

### 3. **MONETARY TERMS.**

3.1 *Gross Settlement Amount.* Except as otherwise provided by Paragraph 8 below,

Defendant promises to pay \$1,985,000 and no more as the Gross Settlement Amount. Defendant's share of any employer payroll taxes owed on the Wage Portions of the Individual Class Payments will first be paid out of the unclaimed settlement funds and, only to the extent there are not enough unclaimed funds to cover the entire cost of Defendant's share of payroll taxes, by Defendant. Defendant need not pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring 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:* The Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive). 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 Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue IRS Form 1099 for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 *To Class Counsel:* A Class Counsel Fees Payment of not more than 38% of the Gross Settlement Amount (\$754,300), and a Class Counsel Litigation Expenses Payment of not more than \$30,000, as suggested in the Court's tentative ruling on Plaintiff's Motion for Preliminary Approval. Based on the Court's restructuring of the distribution of funds to absent class members before distributing fees to counsel, and the increased risk of non-payment to counsel, and based on this unique situation

only, Defendant agrees not to oppose requests for these payments, provided that they do not exceed these amounts. Class Counsel will file a motion for Class Counsel Fees Payment and for Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment in less than the amounts requested, then the Administrator will retain the remainder as part of the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of any Class Counsel Fee Payment or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. Class Counsel shall inform the Administrator of any split between them regarding the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 *To the Administrator:* An Administrator Expenses Payment not to exceed \$27,000, except for a showing of good cause and as approved by the Court. To the extent that the Administration Expenses are less or that the Court approves payment of less than \$27,000 then the excess shall become part of the "Net Settlement Amount" to be paid to Class Members and Aggrieved Employees.

3.2.4 *To Each Participating Class Member:* The Individual Class Payment shall be calculated as follows: Each Participating Class Member will be entitled to receive an amount, subject to any applicable employee payroll taxes, equal to a proportionate share of the Net Settlement Amount, calculated by (i) the number of the Participating Class Member's attributed workweeks during the Class Period, divided by (ii) the total workweeks of all Participating Class Members during the Class Period. Determination of the number of workweeks that a Participating Class Member worked shall be based on Defendant's time records. The Parties will consider in good faith any challenge to the workweeks supplied by Defendant to the Settlement Administrator. The Settlement Administrator shall examine all evidence submitted and make a decision regarding the challenge. The determination of the Settlement Administrator shall be final.

3.2.4.1 *Tax Allocation of Individual Class Payments.* A total of 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form issued by the Administrator. A total of 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms issued by the Administrator. Participating Class Members assume full

responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 *To the LWDA and Aggrieved Employees:* PAGA Penalties in the amount of \$100,000 are to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1 The Individual PAGA Payments shall be paid to all Aggrieved Employees (regardless of whether they opt out of the Settlement Class) who worked for Defendant at any time during the PAGA Period, based on their proportional number of workweeks for Defendant during the PAGA Period. The Administrator will calculate each Individual PAGA Payment as follows: The amount of the payment will be calculated on a pro rata basis by the Settlement Administrator based on an Aggrieved Employee's individual workweeks during the PAGA Period in relation to the total workweeks by all Aggrieved Employees during the PAGA Period. 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, then the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### 4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 *Class Data.* Not later than 15 days after Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a spreadsheet. 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 perform under this Agreement.

4.2 *Funding of Gross Settlement Amount.* Defendant shall fund the Gross Settlement Amount in three equal installments, as described in paragraph 4.3 below, by transmitting the first installment of \$661,666.67 to the Administrator no later than forty-five (45) calendar days after the Effective Date. The second installment of \$661,666.67 will be transmitted to the Administrator six months after the Effective Date, and the third installment of \$661,666.67 will be transmitted to the Administrator six months after the second payment. Employer-side payroll taxes shall be paid sixty (60) days after the void date of the final installment, as described in Paragraph 4.3.3 below. Any remaining employer-side payroll taxes will be

sent to the Administrator by the Defendant forty-five (45) calendar days after the void date of the final installment.

- 4.3 *Payments from the Gross Settlement Amount.* The Gross Settlement Amount will be paid in three equal installments of \$661,666.67. The Administrator shall distribute each installment within thirty (30) calendar days of receipt.

**First Installment:** Within thirty (30) calendar days of the Administrator's receipt of the first installment, the Administrator shall issue payments totaling \$661,666.67 as follows: (a) \$636,666.67 to Participating Class Members for Individual Class Payments and Individual PAGA Payments; and (b) \$25,000 to the Administrator for Administration Expenses.

**Second Installment:** Within thirty (30) calendar days of the Administrator's receipt of the second installment, the Administrator shall distribute (a) \$661,666.67 and (b) the sum of any uncashed checks from the first installment. These funds shall be distributed to: (i) those Participating Class Members who cashed their first installment checks; (ii) the Class Representative for the Service Payment; (iii) the California Labor and Workforce Development Agency ("LWDA") for the LWDA PAGA Payment; (iv) the Administrator for additional Administration Expenses, if any; and (v) Class Counsel for a portion of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

**Third Installment:** Within thirty (30) calendar days of the Administrator's receipt of the third installment, the Administrator shall distribute the remaining portion of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

Disbursement of the Class Representative Service Payment, the LWDA PAGA Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. Within sixty (60) calendar days of the Effective Date, the Administrator will mail checks for the first installment of the Individual Class Payments, the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. One hundred and eighty (180) calendar days after the payment of the first installment, the Administrator will pay the second installment. One hundred and eighty (180) calendar days after the payment of the second installment, the Administrator will pay the third installment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.3.1 The Administrator will issue checks to cover the Individual Class Payments and Individual PAGA Payments and will send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all



Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct a Class Member Address Search for all Class Members or Aggrieved Employees whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3 For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall tally up the sum value of the expired checks within thirty (30) days after the void date of the final installment, and use the funds to pay for Defendant's share of payroll taxes as described in Paragraph 4.2 above. The Administrator shall transmit any remaining funds represented by such checks to *cy pres* recipient Legal Aid at Work. The Settlement Administrator must not distribute funds to the *cy pres* beneficiary until after the Court approves the final accounting.
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES AND PRECLUSION OF CLAIMS.** Upon final approval of the Settlement Agreement, and except as to the right to enforce the terms and conditions of the Settlement:

- 5.1 *Release by Participating Class Members:* All Participating Class Members release Galileo Learning, LLC, its current and former subsidiaries, affiliates, and joint ventures, and their shareholders, respective officers, directors, employees, and agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Releasees") from all claims asserted in the Action or claims that could have been asserted based on the same set of facts alleged in any version of the complaints filed in the Action , and irrespective of theory of recovery. The released claims means any and all claims arising during the Class Period that were pled or could have been pled based on the factual allegations in the Operative Complaint, including but not limited to any claims for unpaid or improperly calculated wages,

including minimum wages and overtime and including but not limited to wages due based on alleged time rounding and/or off-the-clock work, failure to pay wages (including overtime wages) at the regular rate of pay, claims for failure to provide accurate wage statements, failure to timely pay wages, failure to timely pay wages at separation, failure to provide or properly compensate for meal and rest periods, failure to properly compensate meal or rest break premiums or sick pay at the regular rate of pay, recordkeeping violations, reimbursement of business expenses, and claims under California Business and Professions Code sections 17200 et seq. This release includes, but is not limited to, claims under Labor Code Sections 96, 98.6, 98.7, 200, 201, 202, 203, 204, 206, 210, 218.5, 221, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 232, 232.5, 245 *et seq.*, 246, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1182, 1181.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802 and the IWC Wage Orders. This release is expressly limited to claims arising between October 16, 2019 through October 31, 2024 and does not include unrelated claims or claims outside the scope of the allegations in the Action. Excluded from this release are any workers' compensation claims and claims that cannot be released as a matter of law. Participating Class Members shall further waive their right to pursue individual lawsuits as to any of the claims released herein against the Released Parties to the extent such claims accrued during the Class Period.

- 5.2 *Release by Plaintiff and the LWDA:* Plaintiff as proxy and agent of the LWDA releases and discharges the Releasees from any and all claims for civil penalties under the Private Attorneys General Act (PAGA) during the PAGA period that are based on or arise out of the facts and/or allegations asserted irrespective of the underlying theory of recovery supporting the claim for PAGA penalties (the "PAGA Release"). This release is limited to claims for PAGA penalties and does not include individual claims for damages or other remedies unrelated to PAGA penalties. It is understood that Aggrieved Employees entitled to a share of the PAGA Penalties will receive payment for their allocated share and will not have the right to opt out of or object to the PAGA Release, consistent with applicable law. The PAGA Release will be binding on the Plaintiff as proxy or agent of the LWDA upon final Court approval of the Settlement and distribution of the PAGA Penalties.
- 5.3 *Plaintiff's Release.* Plaintiff and her representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Releasees from all claims, transactions or occurrences that occurred during the Settlement Period, including, but not limited to, (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or 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 after the Class Period. Plaintiff acknowledge that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe 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.

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

5.3.2 Plaintiff's Release shall be subject to Defendant's additional payment of \$15,000 allocated to Plaintiff's individual claims arising under the Fair Employment and Housing Act, which will be paid 30 days after execution of Plaintiff's individual settlement agreement.

6. **MOTION FOR PRELIMINARY APPROVAL.** Upon full execution of this Agreement, Class Counsel will draft and file a Motion for Preliminary Approval of a class action settlement within 30 calendar days and will share the draft for review and comments by Defense Counsel with reasonable notice before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.

6.1 *Plaintiff's Responsibilities.* Plaintiff will prepare and 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, subdivision (O(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 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

6.2 *Responsibilities of Counsel.* Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 90 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3 *Responsibility of Defense Counsel.* Defense counsel shall procure the class list and data necessary for administration of the settlement and shall send same to the Administrator within fifteen (15) days after preliminary approval is granted.

6.4 *Duty to Cooperate.* If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement or otherwise satisfy the Court’s concerns.

## 7. **SETTLEMENT ADMINISTRATION.**

7.1 *Selection of Administrator.* The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and have verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange 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 to 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 Using best efforts to perform as soon as possible, and in no event later than 21 days of the later of preliminary approval of the Agreement or court approval of the settlement notice to the class, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the total dollar amount of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than 10 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, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class

Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.3 The deadlines for Class Members' written objections, challenges to workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

#### 7.5 *Requests for Exclusion (Opt Outs).*

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

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement,

regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for and will receive an Individual PAGA Payment.
- 7.6 *Challenges to Calculation of Workweeks.* Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any convincing contrary documentation, the Administrator is entitled to presume that the number of workweeks contained in the Class Notice is correct so long as it is consistent with the Class Data. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.
- 7.7 *Objections to Settlement.*
  - 7.7.1 Only Participating Class Members may object to the class action components of the Settlement or this Agreement, including contesting the fairness of the Settlement, the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
  - 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
  - 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 *Administrator Duties.* The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
  - 7.8.1 *Website, Email Address, and Toll-Free Number.* The Administrator will establish and maintain an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of

the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 *Requests for Exclusion (Opt Outs) and Exclusion List.* The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion submitted (and indicate whether each Request for Exclusion is valid or invalid).
- 7.8.3 *Weekly Reports.* The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks received or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports will provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 *Workweek Challenges.* The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of qualifying workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 *Administrator’s Declaration.* Not later than 14 days before the date by which Plaintiff are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (indicating which are valid or invalid), and the number of written objections, and will attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties 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

made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** The Parties agree that the Gross Settlement Value is based on a maximum of 50,890 workweeks worked by Class Members through October 31, 2024. If the total number of workweeks exceeds this amount by more than 10% (an additional 5,089 workweeks), Defendant shall have the option to either (a) adjust the end date of the Settlement Period to limit the total workweeks to 55,979 or (b) proportionally increase the Gross Settlement Value based on the number of workweeks worked in excess of 55,979. The proportional increase shall be calculated by multiplying the excess workweeks by the workweek value, which is determined by dividing the Gross Settlement Value by 55,979 workweeks.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10 percent of Class Members, then Defendant may, but need not, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void *ab initio*, having no force or effect whatsoever, and that 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 7 days after expiration of the opt-out period; late elections will have no effect on Defendant's right to withdraw.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before 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 (1), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously confer, 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 five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
  - 10.2 *Duty to Cooperate.* If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. Any decision by the Court to award less than the amounts requested for the Class Representative Service Payment, for Class Counsel Fees Payment, for Class Counsel



Litigation Expenses Payment, or for Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 *Continuing Jurisdiction of the Court.* The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.
- 10.4 *Waiver of Right to Appeal.* Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. This waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, then the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 *Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment.* If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be voidable at Defendant's option. If a reviewing Court vacates, reverses or modifies the Judgment in a matter that requires a material modification of this Agreement, the Parties shall 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 allegation in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class

certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does 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 the 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, 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) the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) to the extent necessary by Defendant to current or prospective lenders and/or investors; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 *No Undue Publicity.* Neither Plaintiff nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. This provision does not apply to any publications ordered by the Court.
- 12.4 *No Solicitation.* The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 *Integrated Agreement.* Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 12.6 *Attorney Authorization.* Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 *Cooperation.* The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 12.8 *No Prior Assignments.* The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.9 *No Tax Advice.* Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 *Modification of Agreement.* This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.11 *Agreement Binding on Successors.* This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 *Applicable Law.* All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13 *Cooperation in Drafting.* The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 *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.
- 12.15 *Use and Return of Class Data.* Information provided to Class Counsel pursuant to Evidence Code section 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, any statute, or any rule of the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy any paper and electronic versions of Class Data in their possession unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

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

To Plaintiff:

BOKHOUR LAW GROUP P.C.  
Mehrddad Bokhour  
1901 Avenue of the Stars, Suite 920  
Los Angeles, California 90067  
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.  
Joshua S. Falakassa  
1901 Avenue of the Stars, Suite 920  
Los Angeles, California 90067  
Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

SEYFARTH SHAW LLP  
Pamela Vartabedian  
pvartabedian@seyfarth.com  
560 Mission Street, 31st Floor  
San Francisco, California 94105  
Tel: (415) 397-2823; Fax: (415) 397-8549

- 12.19 *Execution in Counterparts.* This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.

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

6/4/2025

Dated: \_\_\_\_\_, 2025

Signed by:



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\_\_\_\_\_  
Plaintiff Alexandra Santos

6/3/2025

Dated: \_\_\_\_\_, 2025



\_\_\_\_\_  
Defendant Galileo Learning, LLC  
by Matthew Noble, CEO

**Approved As to Content:**

6/4/2025  
Dated: \_\_\_\_\_, 2025

**BOKHOUR LAW GROUP, P.C.**

*MEHRDAD BOKHOUR*

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Mehrdad Bokhour

Attorneys for Plaintiff

6/4/2025  
Dated: \_\_\_\_\_, 2025

**FALAKASSA LAW, P.C.**

*Joshua Falakassa*

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Joshua Falakassa

Attorneys for Plaintiff

Dated: June 4, 2025

**SEYFARTH SHAW LLP**

*Pamela Vartabedian*

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Pamela Vartabedian

Attorneys for Galileo Learning, LLC