

1 **ZAKAY LAW GROUP, APLC**  
2 Shani O. Zakay (State Bar #277924)  
3 Jackland K. Hom (State Bar #327243)  
4 Julieann Alvarado (State Bar #334727)  
5 5440 Morehouse Drive, Suite 3600  
6 San Diego, CA 92121  
7 Telephone: (619) 255-9047  
8 Facsimile: (858) 404-9203  
9 [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
10 [jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)  
11 [julieann@zakaylaw.com](mailto:julieann@zakaylaw.com)

12 **JCL LAW FIRM, APC**  
13 Jean-Claude Lapuyade (State Bar #248676)  
14 5440 Morehouse Drive, Suite 3600  
15 San Diego, CA 92121  
16 Telephone: (619) 599-8292  
17 Facsimile: (619) 599-8291  
18 [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

19 Attorneys for Plaintiff

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

22 KALIYAH MARTIN, an individual, on behalf  
23 of herself and on behalf of all persons similarly  
24 situated,

25 Plaintiff,

26 v.

27 BLEND LABS, INC. a Delaware Corporation;  
28 BLEND OPERATIONS, INC., a Delaware  
Corporation; BLEND TITLE INSURANCE  
AGENCY, INC., a Delaware Corporation;  
BLEND INSURANCE AGENCY, INC., a  
Delaware Corporation; and DOES 1-50,  
Inclusive,

Defendants.

Case No.: CGC-22-600420

[Action Filed June 28, 2022]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff KALIYAH MARTIN (hereinafter “Plaintiff”), an individual,  
3 on behalf of the Settlement Class, and in her representative capacity on behalf of the State of  
4 California and the Aggrieved Employees, and Defendants BLEND LABS, INC., BLEND  
5 OPERATIONS, INC., BLEND TITLE INSURANCE AGENCY, INC., and BLEND INSURANCE  
6 AGENCY, INC. (hereinafter “Defendants”):

7 **I. DEFINITIONS**

- 8 A. “Action” shall mean the putative class action lawsuit designated *Kaliyah Martin v.*  
9 *Blend Labs, Inc., et al.*, San Francisco County Superior Court, Case No. CGC-22-  
10 600420, filed June 28, 2022.
- 11 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
12 Class and PAGA Action and Release of Claims.
- 13 C. “Aggrieved Employees” means all non-exempt employees who are or previously  
14 were employed by Defendants and performed work in California during the PAGA  
15 Period.
- 16 D. “Aggrieved Employee Payment” means the payments made to each Aggrieved  
17 Employee.
- 18 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be  
19 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00. Class  
20 Counsel will be issued an IRS Form 1099 by the Settlement Administrator for the  
21 Attorneys’ Expenses detailed in this Section and shall be solely and legally  
22 responsible for paying all applicable taxes on the payment made pursuant to this  
23 Section.
- 24 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to  
25 Class Counsel for the services they have rendered, and will render, to Plaintiff and  
26 the Settlement Class through the dismissal of in the Action, currently not to exceed  
27 one-third of the Gross Settlement Amount currently estimated to be \$116,666.67 out  
28 of \$350,000.00. Attorneys’ fees will be divided between Class Counsel as follows

1 (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC). The attorneys'  
2 fees awarded are subject to the Court's approval. Class Counsel will be issued an  
3 IRS Form 1099 for the Attorneys' Fees detailed in this Section and shall be solely  
4 and legally responsible for paying all applicable taxes on the payment made pursuant  
5 to this Section.

6 G. "Class" or the "Class Members" means all non-exempt employees who are or  
7 previously were employed by Defendants and performed work in California during  
8 the Class Period, excluding employees who entered into release agreements with  
9 Defendants.

10 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
11 Shani Zakay of Zakay Law Group, APLC.

12 I. "Class Data" means information regarding Class Members that Defendants will in  
13 good faith compile from its records and provide to the Settlement Administrator. It  
14 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
15 Member's full name; last known address; Social Security Number; start dates and end  
16 dates of employment, and number of active workweeks (if different than the weeks  
17 between the start date and end date and easily calculable).

18 J. "Class Period" means the period between August 30, 2018 to the earlier of  
19 Preliminary Approval or the date on which the number of workweeks during the Class  
20 Period exceeds 14,300.

21 K. "Class Representative" shall mean plaintiff Kaliyah Martin.

22 L. "Court" means the Superior Court for the State of California, County of San Francisco  
23 currently presiding over the Action.

24 M. "Defendants" shall mean Blend Labs, Inc., Blend Operations, Inc., Blend Title  
25 Insurance Agency, Inc., and Blend Insurance Agency, Inc.

26 N. "Effective Date" means the date that all of the following events have occurred: (i) the  
27 Court has held a formal fairness hearing and entered the Court's Final Order and  
28 Judgment; and (ii) the later of the following events: (A) when the period for filing any

1 appeal, writ, intervention, or other proceeding opposing the Settlement has elapsed  
2 without any appeal, writ, intervention, or other proceeding having been filed; (B)  
3 when any appeal, writ, intervention, or other proceeding opposing the Settlement has  
4 been dismissed finally and conclusively with no right to pursue further remedies or  
5 relief; or (C) when any appeal, writ, intervention, or other proceeding has upheld the  
6 Court's Final Order and Judgment with no right to pursue further remedies or relief..

7 O. "Enhancement Award" means an award in the amount of \$5,000 or in an amount that  
8 does not exceed \$5,000 that the Court authorizes to be paid to the Class  
9 Representative, in addition to her Individual Settlement Payment and her individual  
10 Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with  
11 the prosecution of the Action.

12 P. "Funding Date" shall mean the date by which Defendants have paid the entire Gross  
13 Settlement Amount to the Claims Administrator in accord with the terms of this  
14 Agreement. Defendants will pay the Gross Settlement Amount to the Claims  
15 Administrator with 30 days of the Effective Date, as defined in (N).

16 Q. "Gross Settlement Amount" means Three Hundred Fifty Thousand Dollars  
17 (\$350,000.00) that Defendants must pay into the QSF in connection with this  
18 Settlement, inclusive of the sum of Individual Settlement Payments, Administration  
19 Costs, Attorneys' Fees and Attorneys' Expenses, Enhancement Award, and the  
20 PAGA Penalties. *Exclusive* of the employer's share of payroll tax, if any, triggered  
21 by any payment under this Settlement, \$350,000 shall be the maximum sum that  
22 Defendants will be required to pay under this Settlement.

23 R. "Individual Settlement Payments" means the amount payable from the Net Settlement  
24 Amount to each Settlement Class Member and excludes any amounts distributed to  
25 Aggrieved Employees pursuant to PAGA.

26 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less  
27 Attorneys' Fees and Attorneys' Expenses, Enhancement Award, PAGA Penalties,  
28 and Administration Costs.

- 1 T. “Notice Packet” means the Class Notice to be provided to the Class Members by the
- 2 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
- 3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 U. “Operative Complaint” shall mean the First Amended Complaint on file in the Action
- 5 filed on March 28, 2023.
- 6 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
- 7 Labor Code § 2698 *et seq.*
- 8 W. “PAGA Payment Ratio” means the respective Pay Periods during the PAGA Period
- 9 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
- 10 Aggrieved Employees during the PAGA Period.
- 11 X. “PAGA Pay Periods,” for purposes of calculating the distribution of the Aggrieved
- 12 Employee Payment, as defined herein, means the number of pay periods of
- 13 employment during the PAGA Period that each Aggrieved Employee worked in
- 14 California.
- 15 Y. “PAGA Period” means the period between April 21, 2021 to the earlier of Preliminary
- 16 Approval or the date on which the number of workweeks during the Class Period
- 17 exceeds 14,300.
- 18 Z. “PAGA Penalties” shall mean Fifty Thousand Dollars (\$50,000.00) to be allocated
- 19 from the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
- 20 Employees (“Aggrieved Employee Payment”) and 75% of the payment going to the
- 21 Labor and Workforce Development Agency (“LWDA Payment”). The amount of the
- 22 PAGA Penalties is subject to Court approval pursuant to California Labor Code
- 23 section 2699(1). Any reallocation of the Gross Settlement Amount to increase or
- 24 decrease the PAGA Penalties will not constitute grounds by either party to void this
- 25 Agreement, so long as the Gross Settlement Amount remains the same.
- 26 AA. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
- 27 Plaintiff or Defendants, individually.
- 28

- 1 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided  
2 by the sum total Workweeks for all Class Members.
- 3 CC. "Plaintiff" shall mean Kaliyah Martin.
- 4 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
5 by the Settlement Administrator to fund the Gross Settlement Amount.
- 6 EE. "Released Class Claims" shall mean all class claims alleged in the Operative  
7 Complaint or that could have been alleged under the same or similar facts.  
8 Allegations and/or claims pleaded in the Operative Complaint specifically include:  
9 alleged unfair competition in violation of California Business and Professions Code  
10 section 17200 arising from violations of the California Labor Code sections listed  
11 hereinbelow; failure to pay minimum wages in violation of California Labor Code  
12 sections 1194, 1197 and 1197.1; failure to pay overtime wages in violation of  
13 California Labor Code sections 510 et seq., 512, 518, 558, and 1194; failure to provide  
14 required meal periods in violation of California Labor Code sections 226.7 and 512  
15 and the applicable IWC Wage Order; failure to provide required rest periods in  
16 violation of California Labor Code sections 226.7 and 512 and the applicable IWC  
17 Wage Order; failure to provide accurate itemized statements in violation of California  
18 Labor Code section 226; failure to provide wages when due in violation of California  
19 Labor Code sections 201, 202 and 203; failure to reimburse employees for required  
20 business expenses in violation of California Labor Code section 2802; violation of  
21 California Labor Code section 246; violation of California Labor Code section 221,  
22 violation of California Labor Code section 204; any and all other claims under  
23 California common law, the California Labor Code including but not limited to the  
24 Fair Labor Standards Act, California Industrial Welfare Commission Wage Orders,  
25 and the California Business and Professions Code alleged in or that could have been  
26 alleged under the same or similar facts, allegations and/or claims pleaded in the  
27 operative complaint. In addition, to the extent required by law, the cashing of the  
28 settlement check by the Settlement Class Member shall be deemed to be an opt-in for

1 purposes of releasing Released Parties from any claims predicated under the FLSA  
2 that could have been alleged under the same or similar facts, allegations and/or claims  
3 pleaded in the operative complaint. The Settlement Administrator shall include a  
4 legend on the settlement check stating “By cashing this check, I am opting into the  
5 settlement in *Kaliyah Martin v. Blend Labs, Inc., Blend Operations, Inc., Blend Title*  
6 *Insurance Agency, Inc. and Blend Insurance Agency, Inc.*, Superior Court of  
7 California, County of San Francisco Case No. CGC-22- 600420, under FLSA, 29  
8 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement  
9 Agreement.”

10 FF. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint  
11 and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period,  
12 including but not limited to alleged violations of California Labor Code sections 201,  
13 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512,  
14 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804 and  
15 the applicable Industrial Wage Order(s) and expressly excluding all other claims,  
16 including claims for vested benefits, wrongful termination, unemployment insurance,  
17 disability, social security, workers’ compensation, and PAGA claims outside of the  
18 PAGA Period.

19 GG. “Released Parties” shall mean Defendants and any of its past, present and future direct  
20 or indirect parents, subsidiaries, predecessors, successors, affiliates, and all entities  
21 that could be held to be joint employers, as well as each of its or their past, present  
22 and future officers, directors, employees, partners, members, shareholders and agents,  
23 attorneys, insurers, reinsurers, and any individual or entity which could be jointly  
24 liable with Defendants.

25 II. “Response Deadline” means the date forty-five (45) calendar days after the Settlement  
26 Administrator mails Notice Packets to Class Members and the last date on which  
27 Class Members may submit requests for exclusion or objections to the Settlement.  
28

1 Defendants have the unilateral right to nullify the Settlement if more than 10 Class  
2 Members opt out of the Settlement.

3 JJ. “Settlement” means the disposition of the Action pursuant to this Agreement.

4 KK. “Settlement Administrator” means Apex Class Action, 20371 Irvine Ave., Suite 110,  
5 Newport Beach, CA 92660 Tel: 1-800-355-0700. The Settlement Administrator  
6 establishes, designates and maintains, as a QSF under Internal Revenue Code section  
7 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross  
8 Settlement Amount is deposited for the purpose of resolving the claims of Settlement  
9 Class Members. The Settlement Administrator shall maintain the funds until  
10 distribution in an account(s) segregated from the assets of Defendants and any person  
11 related to Defendants. *All accrued interest shall be paid and distributed to the*  
12 *Settlement Class Members as part of their respective Individual Settlement*  
13 *Payment.*

14 LL. “Settlement Class Members” or “Settlement Class” means all Class Members who  
15 have not submitted a timely and valid request for exclusion as provided in this  
16 Agreement.

17 MM. “Workweeks,” for purposes of calculating the distribution of the Net Settlement  
18 Amount, means the number of weeks of employment during the Class Period that  
19 each Class Member performed work for Defendants in California.

20 **II. RECITALS**

21 A. On April 21, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce  
22 Development Agency (LWDA) and served the same on Defendants.

23 B. On June 28, 2022, Plaintiff filed the Action in San Francisco County Superior Court,  
24 alleging a single cause of action for:

25 1. Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

26 C. On August 30, 2022, Plaintiff filed a separate action in Los Angeles County Superior  
27 Court (the “LASC Class Action”), alleging claims for:

28 1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);

2. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
3. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 512 and the applicable wage order);
6. Failure to Provide Accurate Itemized Statements (Labor Code § 226);
7. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203);
8. Failure to Reimburse for Required Expenses (Labor Code § 2802).

D. On March 28, 2023, Plaintiff filed the operative First Amended Complaint in this Action, adding the eight causes of action alleged in the LASC Class Action.

E. On April 19, 2023, the LASC Class Action was dismissed in its entirety, without prejudice.

F. The Class Representative believes she has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

G. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

H. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendants

1 pursuant to informal requests for information to prepare for mediation. Defendants  
2 produced for the purpose of settlement negotiations certain employment data  
3 concerning the Settlement Class, which Class Counsel reviewed and analyzed with  
4 the assistance of an expert. Based on their own independent investigation and  
5 evaluation, Class Counsel are of the opinion that the Settlement with Defendants is  
6 fair, reasonable, and adequate, and is in the best interest of the Settlement Class  
7 considering all known facts and circumstances, including the risks of significant  
8 delay, defenses asserted by Defendants, uncertainties regarding class certification,  
9 and numerous potential appellate issues. Although it denies any liability, Defendants  
10 are agreeing to this Settlement solely to avoid the inconveniences and cost of further  
11 litigation. The Parties and their counsel have agreed to settle the claims on the terms  
12 set forth in this Agreement.

13 I. On May 24, 2023, the Parties participated in mediation presided over by Steven  
14 Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions.  
15 The mediation concluded with a settlement, which was subsequently memorialized in  
16 the form of a Memorandum of Understanding.

17 J. This Agreement replaces and supersedes the Memorandum of Understanding and any  
18 other agreements, understandings, or representations between the Parties. This  
19 Agreement represents a compromise and settlement of highly disputed claims.  
20 Nothing in this Agreement is intended or will be construed as an admission by  
21 Defendants that the claims in the Action of Plaintiff or the Class Members have merit  
22 or that Defendants bear any liability to Plaintiff or the Class on those claims or any  
23 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action  
24 have merit.

25 K. The Parties believe that the Settlement is fair, reasonable and adequate. The  
26 Settlement was arrived at through arm's-length negotiations, taking into account all  
27 relevant factors. The Parties recognize the uncertainty, risk, expense and delay  
28 attendant to continuing the Action through trial and any appeal. Accordingly, the

1 Parties desire to settle, compromise and discharge all disputes and claims arising from  
2 or relating to the Action fully, finally, and forever.

- 3 L. The Parties agree to certification of the Class for purposes of this Settlement only. If  
4 for any reason the settlement does not become effective, Defendants reserve the right  
5 to contest certification of any class for any reason and reserves all available defenses  
6 to the claims in the Action.

7 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendants.

- 10 1. Settlement Consideration. In full and complete settlement of the Action, and  
11 in exchange for the releases set forth below, Defendants will pay the sum of  
12 the Individual Settlement Payments, the Enhancement Award, the Attorneys'  
13 Fees and Attorneys' Expenses, PAGA Penalties, and the Administration  
14 Costs, as specified in this Agreement, equal to the Gross Settlement Amount  
15 of Three Hundred and Fifty Thousand Dollars (\$350,000.00). The Parties  
16 agree that this is a non-reversionary Settlement and that no portion of the  
17 Gross Settlement Amount shall revert to Defendants. Other than the  
18 Defendants' share of employer payroll taxes and as provided in Section III.A.2  
19 below, Defendants shall not be required to pay more than the Gross Settlement  
20 Amount.

- 21 2. Class Size. Defendants represent that the Settlement Class was comprised of  
22 170 individuals who collectively worked approximately 13,000 workweeks  
23 ("Projected Workweeks") during the Class Period. No later than twenty-one  
24 (21) days after preliminary approval of the settlement, Defendants will  
25 provide the Settlement Administrator with the Class Data.

- 26 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount  
27 into the QSF, through the Settlement Administrator by the Funding Date.  
28 Defendants' Share of Payroll Taxes. Defendants' share of employer side

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payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Settlement Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendants fully fund the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Claims, or if Defendants fail to fully fund the Gross Settlement Amount, or if Defendants exercise their unilateral right to nullify the Settlement if more than 10 Class Members opt out of the Settlement:

- 1           1.     This Settlement Agreement shall be void *ab initio* and of no force or effect,  
2                     and shall not be admissible in any judicial, administrative or arbitral  
3                     proceeding for any purpose or with respect to any issue, substantive or  
4                     procedural;
- 5           2.     The conditional class certification (obtained for any purpose) shall be void *ab*  
6                     *initio* and of no force or effect, and shall not be admissible in any judicial,  
7                     administrative or arbitral proceeding for any purpose or with respect to any  
8                     issue, substantive or procedural;
- 9           3.     None of the Parties to this Settlement will be deemed to have waived any  
10                    claims, objections, defenses or arguments in the Action, including with respect  
11                    to the issue of class certification; and
- 12           4.     If Defendants exercise their unilateral right to nullify the Settlement,  
13                    Defendants shall bear the sole responsibility for all Settlement Administration  
14                    Costs incurred to the date of nullification.

15       F.     Certification of the Settlement Class. The Parties stipulate to conditional class  
16                    certification of the Class for the Class Period for purposes of settlement only. In the  
17                    event that this Settlement is not approved by the Court, fails to become effective, or is  
18                    reversed, withdrawn or modified by the Court, or in any way prevents or prohibits  
19                    Defendants from obtaining a complete resolution of the Released Claims, the  
20                    conditional class certification (obtained for any purpose) shall be void *ab initio* and of  
21                    no force or effect, and shall not be admissible in any judicial, administrative or arbitral  
22                    proceeding for any purpose or with respect to any issue, substantive or procedural.

23       G.     Tax Liability. The Parties make no representations as to the tax treatment or legal  
24                    effect of the payments called for, and Class Members and/or Aggrieved Employees are  
25                    not relying on any statement or representation by the Parties in this regard. Class  
26                    Members and/or Aggrieved Employees understand and agree that they will be  
27                    responsible for the payment of any taxes and penalties assessed on the Individual  
28                    Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved

1 Employee Payment described and will be solely responsible for any penalties or other  
2 obligations resulting from their personal tax reporting of Individual Settlement  
3 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee  
4 Payment.

5 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
6 the "acknowledging party" and each Party to this Agreement other than the  
7 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
8 of this Agreement, and no written communication or disclosure between or among the  
9 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
10 such communication or disclosure constitute or be construed or be relied upon as, tax  
11 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
12 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
13 her or its own, independent legal and tax counsel for advice (including tax advice) in  
14 connection with this Agreement, (b) has not entered into this Agreement based upon  
15 the recommendation of any other Party or any attorney or advisor to any other Party,  
16 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
17 or adviser to any other party to avoid any tax penalty that may be imposed on the  
18 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
19 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
21 the acknowledging party of the tax treatment or tax structure of any transaction,  
22 including any transaction contemplated by this Agreement.

23 I. Preliminary Approval Motion. Class Counsel shall draft and file the motion for  
24 preliminary approval within sixty (60) calendar days of execution of the Memorandum  
25 of Understanding on May 24, 2023, or within the statutory timeframe as determined  
26 by the Court's setting of the preliminary approval hearing, which shall include this  
27 Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at  
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1 least 3 business days prior to the filing of the Motion to give Defendants an opportunity  
2 to propose changes or additions to the Motion.

3 J. Settlement Administrator. The Settlement Administrator shall be responsible for:  
4 establishing and administering the QSF; calculating, processing and mailing payments  
5 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
6 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
7 and reporting the objections and requests for exclusion; calculating, deducting and  
8 remitting all legally required taxes from Individual Settlement Payments and  
9 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest  
10 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
11 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
12 payments to the appropriate state and federal taxing authorities; providing  
13 declaration(s) as necessary in support of preliminary and/or final approval of this  
14 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
15 Settlement Administrator to perform. The Settlement Administrator shall keep the  
16 Parties timely apprised of the performance of all Settlement Administrator  
17 responsibilities by among other things, sending a weekly status report to the Parties'  
18 counsel stating the date of the mailing, the of number of Elections Not to Participate  
19 in Settlement it receives (including the numbers of valid and deficient), and number of  
20 objections received.

21 K. Notice Procedure.

22 1. Class Data. No later than twenty-one (21) calendar days after the Preliminary  
23 Approval Date, Defendants shall provide the Settlement Administrator with  
24 the Class Data for purposes of preparing and mailing Notice Packets to the  
25 Class Members.

26 2. Notice Packets.

27 a) The Notice Packet shall contain the Notice of Class Action Settlement  
28 in a form substantially similar to the form attached as **Exhibit A**. The

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Notice of Class Action Settlement shall inform Class Members and PAGA Class Members that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual Settlement Payment if they do not request to be excluded from the Settlement and each Aggrieved Employees' share of the Aggrieved Employment Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Workweeks. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

- b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR

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ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE.”

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-eight (28) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.
4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator.
5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity, should they disagree with Defendants’ records regarding the start and end dates of employment to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator’s determination

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of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion to the Settlement Administrator by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Kaliyah Martin v. Blend Labs, Inc., et al.*, currently pending in Superior Court of San Francisco, Case No. CGC-22-600420. The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely request for exclusion shall be excluded from

1 the Settlement Class will not be entitled to an Individual Settlement Payment  
2 and will not be otherwise bound by the terms of the Settlement or have any  
3 right to object, appeal or comment thereon. However, any Class Member that  
4 submits a timely request for exclusion that is also a member of the Aggrieved  
5 Employees will still receive his/her pro rata share of the PAGA Settlement, as  
6 specified below, and in consideration, will be bound by the Release by the  
7 Aggrieved Employees as set forth herein. Settlement Class Members who fail  
8 to submit a valid and timely request for exclusion on or before the Response  
9 Deadline shall be bound by all terms of the Settlement and any final judgment  
10 entered in this Action if the Settlement is approved by the Court. No later than  
11 twenty-one (21) calendar days after the Response Deadline, the Settlement  
12 Administrator shall provide counsel for the Parties with a final list of the Class  
13 Members who have timely submitted timely requests for exclusion. At no time  
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage  
15 members of the Class to submit requests for exclusion from the Settlement.

16 8. Objections. The Notice of Class Action Settlement contained in the Notice  
17 Packet shall state that Class Members who wish to object to the Settlement  
18 may submit to the Settlement Administrator a written statement of objection  
19 (“Notice of Objection”) by the Response Deadline. The postmark date of  
20 mailing shall be deemed the exclusive means for determining that a Notice of  
21 Objection was served timely. The Notice of Objection, if in writing, must be  
22 signed by the Settlement Class Member and state: (1) the case name and  
23 number; (2) the name of the Settlement Class Member; (3) the address of the  
24 Settlement Class Member; (4) the last four digits of the Settlement Class  
25 Member’s Social Security number; (5) the basis for the objection; and (6) if  
26 the Settlement Class Member intends to appear at the Final  
27 Approval/Settlement Fairness Hearing. Class Members who fail to make  
28 objections in writing in the manner specified above may still make their

1 objections orally at the Final Approval/Settlement Fairness Hearing with the  
2 Court's permission. Settlement Class Members will have a right to appear at  
3 the Final Approval/Settlement Fairness Hearing to have their objections heard  
4 by the Court regardless of whether they submitted a written objection. At no  
5 time shall any of the Parties or their counsel seek to solicit or otherwise  
6 encourage Class Members to file or serve written objections to the Settlement  
7 or appeal from the Order and Final Judgment. Class Members who submit a  
8 written request for exclusion may not object to the Settlement. Class Members  
9 may not object to the PAGA Penalties. Counsel for the Parties shall file any  
10 response to the objections submitted by objecting Class Members, if any, at  
11 least five (5) calendar days before the date of the Final Approval Hearing.

12 9. Class Representative and Class Counsel agree to not appeal, opt out of, object  
13 to otherwise challenge the Settlement. Class Counsel shall not represent any  
14 Class Member for any objection, appeal, or other challenge to the Settlement.

15 L. Funding and Allocation of the Gross Settlement Amount. Defendants are required to  
16 pay the Gross Settlement Amount plus any employer's share of payroll taxes as  
17 mandated by law within the time specified hereinabove on the Funding Date.

18 1. Calculation of Individual Settlement Payments. Individual Settlement  
19 Payments shall be paid from the Net Settlement Amount and shall be paid  
20 pursuant to the formula set forth herein. Using the Class Data, the Settlement  
21 Administrator shall add up the total number of Workweeks for all Class  
22 Members. The respective Workweeks for each Class Member will be divided  
23 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
24 for each Class Member. Each Class Member's Payment Ratio will then be  
25 multiplied by the Net Settlement Amount to calculate each Class Member's  
26 estimated Individual Settlement Payments. Each Individual Settlement  
27 Payment will be reduced by any legally mandated employee tax withholdings  
28 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class

1 Members who submit valid and timely requests for exclusion will be  
2 redistributed to Settlement Class Members who do not submit valid and timely  
3 requests for exclusion on a pro rata basis based on their respective Payment  
4 Ratios.

5 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
6 Class Data, the Settlement Administrator shall add up the total number of  
7 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.  
8 The respective PAGA Pay Periods for each Aggrieved Employees will be  
9 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
10 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each  
11 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the  
12 Aggrieved Employee Payment to calculate each Aggrieved Employee’s  
13 estimated share of the Aggrieved Employee Payment.

14 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
15 Settlement Payments shall be allocated and treated as 20% wages (“Wage  
16 Portion”) and 80% penalties and pre-judgment interest (“Penalties and Interest  
17 Portion”). The Wage Portion of the Individual Settlement Payments shall be  
18 reported on IRS Form W-2 and the Penalties and Interest Portion and Interest  
19 Portion of the Individual Settlement Payments shall be reported on IRS Form  
20 1099 issued by the Settlement Agreement.

21 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
22 Employee Settlement Payments shall be allocated and treated as 100%  
23 penalties and shall be reported on IRS Form 1099.

24 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and  
25 individual shares of the PAGA Penalties made to Settlement Class Members  
26 and/or Aggrieved Employees under this Settlement Agreement, as well as any  
27 other payments made pursuant to this Settlement Agreement, will not be  
28 utilized to calculate any additional benefits under any benefit plans to which

1 any Class Members may be eligible, including, but not limited to profit-  
2 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
3 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
4 Parties' intention that this Settlement Agreement will not affect any rights,  
5 contributions, or amounts to which any Class Members may be entitled under  
6 any benefit plans.

7 6. All monies received by Settlement Class Members under the Settlement which  
8 are attributable to wages shall constitute income to such Settlement Class  
9 Members solely in the year in which such monies actually are received by the  
10 Settlement Class Members. It is the intent of the Parties that Individual  
11 Settlement Payments and individual shares of the PAGA Penalties provided for  
12 in this Settlement agreement are the sole payments to be made by Defendants to  
13 Settlement Class Members and/or Aggrieved Employees in connection with this  
14 Settlement Agreement, with the exception of Plaintiff, and that the Settlement  
15 Class Members and/or Aggrieved Employees are not entitled to any new or  
16 additional compensation or benefits as a result of having received the Individual  
17 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

18 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
19 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'  
20 and/or Aggrieved Employees' last known mailing address no later than fifteen  
21 (15) days after the Funding Date.

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
23 Employees shall remain valid and negotiable for one hundred and eighty (180)  
24 days from the date of their issuance. If a Settlement Class Member and/or  
25 Aggrieved Employees does not cash his or her settlement check within 90  
26 days, the Settlement Administrator will send a letter to such persons, advising  
27 that the check will expire after the 180<sup>th</sup> day, and invite that Settlement Class  
28 Member and/or Aggrieved Employees to request reissuance in the event the

1 check was destroyed, lost or misplaced. In the event an Individual Settlement  
2 Payment and/or Aggrieved Employees' individual share of the PAGA  
3 Penalties check has not been cashed within one hundred and eighty (180) days,  
4 all funds represented by such uncashed checks, plus any interest accrued  
5 thereon, shall be distributed to the California Controller's Unclaimed Property  
6 Fund.

7 9. Enhancement Award. In addition to the Individual Settlement Payment as a  
8 Settlement Class Member and her individual share of the Aggrieved  
9 Employee Payment, Plaintiff will apply to the Court for an award of not more  
10 than \$5,000.00, as the Enhancement Award. Defendants will not oppose a  
11 Enhancement Award of not more than \$5,000.00 for Plaintiff. The Settlement  
12 Administrator shall pay the Enhancement Award, either in the amount stated  
13 herein if approved by the Court or some other amount as approved by the  
14 Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15)  
15 days after the Funding Date. Any portion of the requested Enhancement  
16 Award that is not awarded to the Class Representative shall be part of the Net  
17 Settlement Amount and shall be distributed to Settlement Class Members as  
18 provided in this Agreement. The Settlement Administrator shall issue an IRS  
19 Form 1099 — MISC to Plaintiff for her Enhancement Award. Plaintiff shall  
20 be solely and legally responsible to pay any and all applicable taxes on her  
21 Enhancement Award and shall hold harmless the Released Parties from any  
22 claim or liability for taxes, penalties, or interest arising as a result of the  
23 Enhancement Award. Approval of this Settlement shall not be conditioned on  
24 Court approval of the requested amount of the Enhancement Award. If the  
25 Court reduces or does not approve the requested Enhancement Award,  
26 Plaintiff shall not have the right to revoke the Settlement, and it will remain  
27 binding.  
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1                   10.    Attorneys’ Fees and Attorneys’ Expenses. Defendants understand Class  
2                   Class Counsel will file a motion for or Attorneys’ Fees not to exceed one-third of  
3                   the Gross Settlement Amount currently estimated to be \$116,666.67 **and**  
4                   Attorneys’ Expenses supported by declaration not to exceed Fifteen Thousand  
5                   Dollars (\$15,000.00). Any awarded Attorneys’ Fees and Attorneys’ Expenses  
6                   shall be paid from the Gross Settlement Amount. Any portion of the requested  
7                   Attorneys’ Fees and/or Attorneys’ Expenses that are not awarded to Class  
8                   Counsel shall be part of the Net Settlement Amount and shall be distributed  
9                   to Settlement Class Members as provided in this Agreement. The Settlement  
10                  Administrator shall allocate and pay the Attorneys’ Fees to Class Counsel  
11                  from the Gross Settlement Amount no later than fifteen (15) days after the  
12                  Funding Date. Class Counsel shall be solely and legally responsible to pay all  
13                  applicable taxes on the payment made pursuant to this paragraph. The  
14                  Settlement Administrator shall issue an IRS Form 1099 — MISC to Class  
15                  Counsel for the payments made pursuant to this paragraph. Approval of this  
16                  Settlement shall not be conditioned on Court approval of the requested amount  
17                  of the Attorneys’ Fees or Attorneys’ Expenses. In the event that the Court  
18                  reduces or does not approve the requested Attorneys’ Fees, Plaintiff and Class  
19                  Counsel shall not have the right to revoke the Settlement, or to appeal such  
20                  order, and the Settlement will remain binding.

21                  11.    PAGA Penalties. Fifty Thousand Dollars (\$50,000.00) shall be allocated from  
22                  the Gross Settlement Amount for settlement of claims for civil penalties under  
23                  the Private Attorneys General Act of 2004 (“PAGA Penalties”). The  
24                  Settlement Administrator shall pay seventy-five percent (75%) of the PAGA  
25                  Penalties (\$37,500.00) to the California Labor and Workforce Development  
26                  Agency no later than fifteen (15) days after the Funding Date (hereinafter  
27                  “LWDA Payment”). Twenty-five percent (25%) of the PAGA Penalties  
28                  (\$12,500.00) will be distributed to the Aggrieved Employees as described in

1 this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes  
2 of distributing the PAGA Penalties to the Aggrieved Employees, each  
3 Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
4 Employee Payment using the PAGA Payment Ratio as defined above.

5 12. Administration Costs. The Settlement Administrator shall be paid for the  
6 costs of administration of the Settlement from the Gross Settlement Amount.  
7 The estimate of the Administration Costs is \$6,000. The Settlement  
8 Administrator shall be paid the Administration Costs no later than fifteen (15)  
9 days after the Funding Date.

10 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with  
11 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
12 twenty-eight (28) days following the expiration of the Response Deadline, which  
13 motion shall request final approval of the Settlement and a determination of the  
14 amounts payable for the Enhancement Award, the Attorneys’ Fees and Attorneys’  
15 Expenses, the PAGA Penalties, and the Administration Costs. Plaintiff will provide  
16 Defendants with a draft of the Motion at least 3 business days prior to the filing of the  
17 Motion to give Defendants an opportunity to propose changes or additions to the  
18 Motion.

19 1. Declaration by Settlement Administrator. No later than seven (7) days after  
20 the Response Deadline, the Settlement Administrator shall submit a  
21 declaration in support of Plaintiff’s motion for final approval of this  
22 Settlement detailing the number of Notice Packets mailed and re-mailed to  
23 Class Members, the number of undeliverable Notice Packets, the number of  
24 timely requests for exclusion, the number of objections received, the amount  
25 of the average Individual Settlement Payment and highest Individual  
26 Settlement Payment, the Administration Costs, and any other information as  
27 the Parties mutually agree or the Court orders the Settlement Administrator to  
28 provide.

1                   2.     Final Approval Order and Judgment. Class Counsel shall present an Order  
2                   Granting Final Approval of Class Action Settlement to the Court for its  
3                   approval, and Judgment thereon, at the time Class Counsel files the Motion  
4                   for Final Approval.

5                   N.     Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
6                   an opportunity for Counsel for Defendants to review the Motions for Preliminary and  
7                   Final Approval, including the Order Granting Final Approval of Class Action  
8                   Settlement, and Judgment before filing with the Court. The Parties and their counsel  
9                   will cooperate with each other and use their best efforts to effect the Court's approval  
10                  of the Motions for Preliminary and Final Approval of the Settlement, and entry of  
11                  Judgment.

12                 O.     Cooperation. The Parties and their counsel will cooperate with each other and use  
13                 their best efforts to implement the Settlement.

14                 P.     Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
15                 except such proceedings necessary to implement and complete the Settlement, pending  
16                 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

17                 Q.     Amendment or Modification. This Agreement may be amended or modified only by  
18                 a written instrument signed by counsel for all Parties or their successors-in-interest.

19                 R.     Entire Agreement. This Agreement and any attached Exhibit constitute the entire  
20                 Agreement among these Parties relating to the claims asserted in the Action, and no  
21                 oral or written representations, warranties or inducements have been made to any Party  
22                 concerning this Agreement or its Exhibit other than the representations, warranties and  
23                 covenants contained and memorialized in this Agreement and its Exhibit.

24                 S.     Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
25                 represent they are expressly authorized by the Parties whom they represent to negotiate  
26                 this Agreement and to take all appropriate Action required or permitted to be taken by  
27                 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
28                 documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendants represent and warrant that he/she is authorized  
2 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that  
3 she is authorized to sign this Agreement and that she has not assigned any claim, or  
4 part of a claim, covered by this Settlement to a third-party.

5 T. No Public Comment: The Parties and their counsel agree that they will not issue any  
6 press releases, initiate any contact with the press, respond to any press inquiry, or have  
7 any communication with the press about the fact, amount or terms of the Settlement  
8 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
9 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
10 Class Counsel from including publicly available information regarding this settlement  
11 in future judicial submissions regarding Class Counsel's qualifications and experience.  
12 Further, Class Counsel will not include, reference or use the Settlement Agreement for  
13 any marketing or promotional purposes, either before or after the Motion for  
14 Preliminary Approval is filed.

15 U. Confidentiality. The Parties and their Counsel will not make any public disclosure of  
16 the Settlement until after the filing of the motion for preliminary approval of the  
17 Settlement. Plaintiff and Class Counsel represent that they have not made any such  
18 disclosure. Plaintiff and Class Counsel shall not encourage members of the Class to  
19 opt-out or object, or any Aggrieved Employees to intervene or object. Class Counsel  
20 will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her  
21 to adhere to, the restriction against any public disclosure of the Settlement until after  
22 the Settlement is preliminarily approved by the Court, except that Plaintiff's filing of  
23 the motion for preliminary approval of the Settlement, which will be public record on  
24 the San Francisco County Superior Court's and the California Labor and Workforce  
25 Development Agency's websites, will not be considered a breach of this provision.

26 V. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are and  
27 will be responsible for the payment of any and all Federal, State, and Local taxes or  
28 penalties associated with their respective allocated portions of the payments described

1 herein, and agree to indemnify, defend, and hold the Released Parties harmless from  
2 any and all claims by any Federal, State, or Local taxing authority that Plaintiff or  
3 Class Counsel failed to pay or underpaid their or her or his share of taxes associated  
4 with the payments set forth in this Settlement. The Parties acknowledge and agree that  
5 Class Counsel is not responsible for the payment of any Federal, State, and Local taxes  
6 or penalties associated with payments to Plaintiff and Class Members.

7 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
8 to the benefit of, the successors or assigns of the Parties, as previously defined.

9 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
10 shall be governed by and interpreted according to the laws of the State of California.

11 Y. Counterparts. This Agreement may be executed in one or more counterparts. All  
12 executed counterparts and each of them shall be deemed to be one and the same  
13 instrument provided that counsel for the Parties to this Agreement shall exchange  
14 among themselves copies or originals of the signed counterparts.

15 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement  
16 is a fair, adequate and reasonable settlement of this Action and have arrived at this  
17 Settlement after extensive arms-length negotiations, taking into account all relevant  
18 factors, present and potential.

19 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
20 respect to the interpretation, implementation and enforcement of the terms of this  
21 Agreement and all orders and judgments entered in connection therewith, and the  
22 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
23 interpreting, implementing and enforcing the settlement and all orders and judgments  
24 entered in connection with this Agreement.

25 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
26 the Court shall first attempt to construe the provisions valid to the fullest extent  
27 possible consistent with applicable precedents so as to define all provisions of this  
28 Agreement valid and enforceable.


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CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Aug 7, 2023

  
Kaliyah Martin (Aug 7, 2023 18:02 CDT)

Kaliyah Martin

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: \_\_\_\_\_

\_\_\_\_\_  
BLEND LABS, INC., BLEND OPERATIONS, INC.,  
BLEND INSURANCE AGENCY, INC., and BLEND  
TITLE INSURANCE AGENCY, INC.

\_\_\_\_\_  
Printed Name

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CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: \_\_\_\_\_

Kaliyah Martin

IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: August 11, 2023

*Peter Frechette*

BLEND LABS, INC., BLEND OPERATIONS, INC.,  
BLEND INSURANCE AGENCY, INC., and BLEND  
TITLE INSURANCE AGENCY, INC.

Peter Frechette

Printed Name

Lead Counsel - Data, Regulations, Business & Legal Affairs

Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
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3 DATED: August 8, 2023

JCL LAW FIRM, A.P.C.

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By:  \_\_\_\_\_

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Attorneys for Plaintiff and the Settlement Class  
Members

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9 DATED: August 8, 2023

ZAKAY LAW GROUP, APLC

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By:  \_\_\_\_\_

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Attorneys for Plaintiff and the Settlement Class  
Members

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14 DATED: \_\_\_\_\_

K&L GATES LLP

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By: \_\_\_\_\_

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Eugene C. Ryu  
Penny Chen Fox  
Neil A. Eddington

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Attorneys for Defendants

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1 IT IS SO AGREED AS TO FORM BY COUNSEL:  
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3 DATED: \_\_\_\_\_

JCL LAW FIRM, A.P.C.

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By: \_\_\_\_\_

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Attorneys for Plaintiff and the Settlement Class  
6 Members

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DATED: \_\_\_\_\_

ZAKAY LAW GROUP, APLC

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By: \_\_\_\_\_

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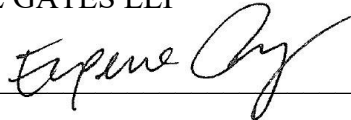
Attorneys for Plaintiff and the Settlement Class  
12 Members

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DATED: 08/11/23 \_\_\_\_\_

K&L GATES LLP

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By:  \_\_\_\_\_

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Eugene C. Ryu  
16 Penny Chen Fox  
17 Neil A. Eddington

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Attorneys for Defendants  
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