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14 CYCLE GEAR, INC., COMOTO HOLDINGS, INC.
15 AND COMOTO HOLDINGS, LLC

16 [Additional counsel on next page]

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF SAN FRANCISCO - COMPLEX

19 ISIN AL OTAT, an individual and on behalf of)	Case No. CGC-23-606243	
20 similarly aggrieved employees;)	[Related to Case No. CGC-23-610662]	
21 Plaintiff,)	Assigned For All Purposes To:	
22 vs.)	Hon. Jeffrey S. Ross, Dept. 613	
23 CYCLE GEAR, INC., a California)	AMENDED STIPULATION OF	
24 corporation; COMOTO HOLDINGS, INC., a)		SETTLEMENT AND RELEASE
25 Delaware corporation; COMOTO)		
26 HOLDINGS, LLC, a Delaware limited liability)		
27 company; and DOES 1-50, inclusive;)		
28 Defendants.)	Complaint Filed: May 1, 2023	

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Attorneys for Plaintiff, ISIN AL OTAT and on
behalf of similarly aggrieved employees

1 This Amended Stipulation of Settlement and Release (“Settlement”) is made and entered into
2 between Plaintiff Isin al-Otat (“Plaintiff”) on the one hand, and Defendants Cycle Gear, Inc., Comoto
3 Holdings, LLC, and Comoto Holdings, Inc. (“Defendants”) (collectively with Plaintiff, the “Parties”).

4 **1 THE CONDITIONAL NATURE OF THIS STIPULATION.**

5 1.1 This Settlement and all associated exhibits or attachments are made for the sole purpose
6 of settling the above-captioned lawsuit (the “Action”). This Settlement is made in compromise of
7 disputed claims. Because the Action was pled as a PAGA representative action and a class action, this
8 Settlement must receive PAGA approval and preliminary and final class approval by the San
9 Francisco County Superior Court (“Court”). Accordingly, the settling Parties enter into this Settlement
10 on a conditional basis. If this Settlement Agreement is not finally approved by the Court, then this
11 Settlement Agreement, the settlement terms set forth herein (including any modifications made with
12 the consent of the Parties), and any action taken or to be taken in connection therewith shall be
13 terminated and shall become null and void and have no further force or effect, and the Preliminary
14 Approval Order shall be vacated without prejudice to the right of any of the Parties to seek or oppose
15 the certification of a class action or the definition thereof.

16 1.2 If this Stipulation is terminated or canceled pursuant to its terms, the Parties to this
17 Stipulation shall be deemed to have reverted to their respective status as of the date and time
18 immediately prior to the execution of this Stipulation.

19 1.2.1 In an event occurring due to exercise of Defendants’ option under Section 6.4.6,
20 the Settlement Administrator shall refund all funds received from Defendants into the QSF plus any
21 actual interest earned, after deduction for Settlement Administration Costs incurred as of that date,
22 which will be the property of the Settlement Administrator.

23 1.2.2 If the Effective Date does not occur because the Court does not grant final
24 approval, the Settlement Administrator shall refund all funds received from Defendants, plus any
25 interest accrued on the QSF, after deduction of two-thirds (2/3) of the Settlement Administration Costs
26 incurred as of that date, which will be the property of the Settlement Administrator. Plaintiff shall be
27 responsible for one-third (1/3) of the Settlement Administration Costs and shall provide payment to
28 the Settlement Administrator within ten (10) business days of the Court’s denial of final approval.

1 1.3 Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution,
2 injunctive relief and all other forms of relief as well as the class/PAGA allegations asserted in the
3 Action. Defendants have agreed to resolve the Action via this Settlement, but to the extent this
4 Settlement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather
5 expressly reserve, all rights to challenge all such claims and allegations in the Action upon all
6 procedural and factual grounds, including, without limitation, the ability to challenge class treatment
7 in the Action on any grounds, as well as asserting any and all other potential defenses or privileges.

8 1.4 Plaintiff and Plaintiff's Counsel agree that Defendants retain and reserve these rights,
9 and agree not to argue or present any argument, and hereby waive any argument that, based on this
10 Settlement, Defendants cannot challenge claims and allegations in the Action upon any procedural or
11 factual grounds, including, without limitation, challenging class treatment on any grounds or asserting
12 any and all other potential defenses or privileges.

13 **2 DEFINITIONS.**

14 The following terms, when used in Settlement, have the following meanings:

15 2.1 "Action" means the action, *Isin al-Otat v. Cycle Gear, Inc., et al.*, San Francisco
16 County Superior Court Case No. Case No. CGC-23-606243.

17 2.2 "Class" means all current and former hourly-paid Sales Associates and/or Key Holders
18 employed by Defendants within the State of California at any time during the period from May 1,
19 2019 to the date of execution of this Agreement by the Parties.

20 2.3 "Class List" means the document Defendants shall provide to the Settlement
21 Administrator containing the following information for each Class Member: (1) full name; (2) last
22 known home address; (3) last known telephone number; (4) social security number; (5) start and end
23 dates of membership in the Class; (6) number of Pay Periods for each Class Member during the Class
24 Period; (7) start and end dates of membership in the PAGA Group; (8) number of Pay Periods for each
25 PAGA Member during the PAGA Settlement Period; and (9) any other information required by the
26 Settlement Administrator in order to effectuate the terms of the Settlement, including any additional
27 information that may be necessary to determine each Class Member's share and each PAGA
28 Member's share pursuant to the agreed upon calculations.

1 2.4 “Class Member” means each person eligible to participate in this Settlement who is a
2 member of the Class defined above. There are approximately 1,100 Class Members.

3 2.5 “Class Period” means a period commencing on May 1, 2019 to the date of execution of
4 this Agreement by the Parties.

5 2.6 “Class Representative” is Isin al-Otat.

6 2.7 “Class Settlement Amount” is the Net Settlement Amount minus the PAGA Settlement
7 Amount. The Class Settlement Amount shall be available for distribution to Participating Class
8 Members, with the cash portion determined pursuant to Section 6.91.

9 2.8 “Complaint” means the First Amended Complaint filed in this Action.

10 2.9 “Court” means the California Superior Court for the County of San Francisco, or any
11 other court taking jurisdiction of the settlement of the Actions.

12 2.10 “Defendants’ Counsel” means Wendy Sugg, Sugg Law Group, and Allen W. Nelson,
13 Clark Hill PLC.

14 2.11 “Effective Date” means the later of (a) the date which is sixty (60) days after the entry
15 of the Final Order and judgment, if no notice of appeal is filed within that time; or (b) if a notice of
16 appeal is filed as to the class claims only, or any other legal challenge to the settlement is filed, the
17 date the final resolution of any such appeal or challenge has been finally terminated in such a manner
18 as to permit the final approval and judgment to take effect and is no longer subject to further judicial
19 review.

20 2.12 “Enhancement Payment” means the amount approved by the Court to be paid to the
21 Plaintiff, not to exceed \$5,000.00, which will be paid in addition to her Individual Settlement Payment
22 as a Participating Class Member and/or Individual PAGA Payment as a PAGA Member, in
23 recognition of efforts in prosecuting the Action on behalf of other employees. An Enhancement
24 Payment shall be considered non-wages for which an appropriate IRS Form 1099 will be issued to the
25 Plaintiff.

26 2.13 “Final Approval and Fairness Hearing” means the hearing set by the Court to (a) review
27 the Settlement and determine whether the Court should give final approval to this Settlement,
28 (b) consider any timely objections made pursuant to Section 6.4.4 of this Settlement, and all responses

1 by the Parties, (c) consider the request for attorneys' fees and expenses submitted by Plaintiff's
2 Counsel, (d) consider the Settlement Administrator's Settlement Administration Costs, (e) consider the
3 PAGA Payment, and (f) consider the Plaintiff's application for an Enhancement Payment.

4 2.14 "Final Order" shall mean the Order Granting Final Approval of the Settlement entered
5 by the Court.

6 2.15 "Gross Settlement Amount" is the sum of One Million U.S. Dollars (\$1,000,000) cash
7 plus Three Hundred Fifty Thousand U.S. Dollars (\$350,000) worth of Cycle Gear, Inc. retail gift
8 cards, which represents the amount payable in this Settlement by Defendants and includes the
9 Settlement Administration Costs, attorneys' fees and litigation costs, Plaintiff's Enhancement
10 Payment, PAGA payment to the LWDA, payments to Participating Class Members and PAGA
11 Members, and the employer share of any applicable payroll taxes. The gift cards are redeemable for
12 Cycle Gear merchandise, are fully transferable, and shall have no expiration date. They shall be
13 valid for purchase of any merchandise available to the general public, including sale or clearance
14 items.

15 2.16 "Individual PAGA Payment" means an individual PAGA Member's allocation of the
16 PAGA Settlement Fund, as set forth in Section 6.9.2.

17 2.17 "Individual Settlement Payment" means an individual Class Member's potential
18 allocation of the Class Settlement Amount, as set forth in Section 6.9.1.

19 2.18 "Net Settlement Amount" shall mean the portion of the Gross Settlement Amount that
20 remains after deducting the Settlement Administration Costs, attorneys' fees and litigation costs, and
21 Plaintiff's Enhancement Payment.

22 2.19 "Notice of Settlement" or "Class Notice" means the document substantially in the form
23 attached hereto as **Exhibit A**, subject to modification as agreed upon by the Parties.

24 2.20 "Notice Packet" means the Notice of Settlement.

25 2.21 "PAGA Claims" means claims for penalties as identified in Plaintiff's PAGA letter
26 dated March 2023, Private Attorneys General Act, Labor Code Section 2698, *et seq.*, based on the
27 following Labor Code Sections 510, 558, 1194, 1197, 1197.1, 1198, 1199, for failure to pay minimum
28 wages, overtime, and/or the regular rate of pay; Labor Code Sections 226.7, 512 for failure to provide

1 meal and rest breaks; Labor Code Section 204 for failure to timely pay wages during employment;
2 Labor Code Sections 201-204 and 210 for failure to timely pay wages upon termination; Labor Code
3 Sections 226, 1174 for failure to keep or provide complete and accurate wage statements; Labor Code
4 Section 1198.5 for failure to keep or provide complete personnel records; Labor Code Sections 2800,
5 2802 for failure to reimburse business expenses; Labor Code 226.7 for failure to provide rest periods;
6 Labor Code Sections 226, 226.3, 226.6, for failure to provide complete wage statements; Labor Code
7 Sections 221-224 for improper deductions from pay; Labor Code Sections 216, 1174, 1197, 1197.1,
8 1198, 1199, 2699 for refusing to make and/or falsely denying the amount of payments due; Labor
9 Code Section 2810.5 for failure to provide proper notice to employees; Wage Order 7 for failure to
10 provide reporting time pay; and Labor Code Section 246 for failure to provide sick leave and/or pay
11 paid sick leave amounts.

12 2.22 “PAGA Members” include all current and former hourly-paid Sales Associates or Key
13 Holders employed by Defendants within the State of California at any time during the PAGA
14 Settlement Period. There are approximately 728 PAGA Members.

15 2.23 “PAGA Settlement Amount” is \$100,000, which represents the amount of the Net
16 Settlement Amount allocated to the resolution of the PAGA Claims at issue in the Action. Pursuant to
17 the PAGA, the PAGA Settlement Amount will be distributed as follows: seventy-five percent (75%)
18 or seventy-five thousand (\$75,000), to the LWDA, and twenty-five percent (25%) or twenty-five
19 thousand, to the PAGA Members.

20 2.24 “PAGA Settlement Fund” refers to the 25% portion or \$25,000 of the PAGA
21 Settlement Amount that will be distributed to the PAGA Members on a pro rata basis, based upon pay
22 periods worked within the PAGA Settlement Period.

23 2.25 “PAGA Settlement Period” shall be defined as the period commencing on March 2,
24 2022 to the date of execution of this Agreement by the Parties.

25 2.26 “Participating Class Members” means any and all Class Members who do not submit a
26 timely and valid request for exclusion to the Settlement Administrator.

27 2.27 “Payment to LWDA” refers to the 75% portion of the PAGA Settlement Amount that
28 will be distributed to the State of California.

1 2.28 “Pay Period” means a regular payroll period established by Defendants during the Class
2 Period or PAGA Period when a Class Member or PAGA Member worked any hours in California and
3 received a paycheck for that work. Pay Periods will not include weeks when the Class Member or
4 PAGA Member was on a leave of absence, was receiving severance payments, was receiving only
5 paid time off, or otherwise not actively employed by Defendants.

6 2.29 “Plaintiff” refers Isin al-Otat.

7 2.30 “Plaintiff’s Counsel” means Samantha Bigonger, Bigonger & Bigonger, Yorba Linda,
8 CA, and Jessica P. Gomez, Law Offices of Jessica Gomez, La Mirada, CA.

9 2.31 “Plaintiff’s Released Claims” means any and all claims, obligations, demands, actions,
10 rights, causes of action, and liabilities against Releasees, of whatever kind and nature, character, and
11 description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local
12 law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown,
13 and whether anticipated or unanticipated, including unknown claims covered by Civil Code § 1542, by
14 the Plaintiff, through the date on which the Court enters the Order of Preliminary Approval of this
15 Settlement, for any type of relief with the sole exception of any claims which cannot be released as a
16 matter of law. The Plaintiff’s Released Claims include but are not limited to the Released Class
17 Claims and Released PAGA Claims. The Plaintiff’s Released Claims exclude claims for workers’
18 compensation or unemployment insurance benefits.

19 2.32 “Preliminary Approval Date” means the date the Court grants preliminary approval of
20 the Settlement, and the exhibits thereto.

21 2.33 “Preliminary Approval Order” means the document substantially in the form attached
22 hereto as **Exhibit B**, subject to modification as agreed upon by the Parties.

23 2.34 “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for
24 the benefit of the Participating Class Members and PAGA Members and from which the Settlement
25 payments shall be made.

26 2.35 “Released Class Claims” means any and all claims, debts, liabilities, demands,
27 obligations, penalties, guarantees, costs, expenses, attorney’s fees, damages, action or causes of action
28 of whatever kind or nature, contingent or accrued, that were alleged or that reasonably could have

1 been alleged based on the facts alleged in the Action, as amended, under California State law. This
2 release includes, without limitation, release of all claims under California State law for alleged failure
3 to pay minimum wage, failure to pay overtime, failure to pay for off the clock work, failure to timely
4 pay all wages due, including minimum wage and overtime, liquidated damages, uncompensated time
5 worked, claims for failure to provide accurate itemized wage statements, claims for failure to timely
6 pay wages at end of employment, failure to provide meal and rest breaks, failure to reimburse
7 expenses, failure to provide reporting time pay, failure to maintain employment records, and claims
8 for unfair competition based upon any of the foregoing. The release period shall extend through the
9 end of the Class Period.

10 2.36 "Released PAGA Claims" means all claims pled in the Action arising under the
11 California Private Attorneys General Act (California Labor Code §§ 2698, *et seq.*) ("PAGA") during
12 the PAGA Settlement Period, including alleged violations under Labor Code §§ 98.6, 201-204,
13 206.5, 210, 221, 224, 226, 226.3, , 226.7, 226.8, 227.3, 246, 248.5, 351, 510, 512, 558, 1102. 5, 1174,
14 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2699 and, 2802, as well as Wage Order 7 that Plaintiff
15 identified or contended she identified in her letter to the LWDA (a copy of which is attached as
16 **Exhibit C**).

17 2.37 "Releasees" means Defendants Cycle Gear, Inc., Comoto Holdings, Inc., Comoto
18 Holdings, LLC, and all of their present and former employees, shareholders, employees, attorneys,
19 successors and assigns.

20 2.38 "Response Deadline" shall mean thirty (30) calendar days from the initial mailing of
21 the Notice Packet.

22 2.39 "Settlement Administration Costs" means the fees and expenses reasonably incurred by
23 the Settlement Administrator, estimated not to exceed \$12,000.00, as a result of the procedures and
24 processes expressly required by this Stipulation, and shall include all costs of administering the
25 Settlement, including, but not limited to, all tax document preparation, custodial fees, and accounting
26 fees incurred by the Settlement Administrator; all costs and fees associated with preparing, translating,
27 issuing and mailing any and all notices of settlement and other settlement correspondence to Class
28 Members, PAGA Members, and/or Participating Class Members; all costs and fees associated with

1 communicating with Class Members, PAGA Members, counsel for the Parties regarding settlement;
2 all costs and fees associated with computing, processing, reviewing, and paying the Individual
3 Settlement Payments, and resolving disputed claims; all costs and fees associated with calculating tax
4 withholdings and payroll taxes, making related payment to federal and state tax authorities, and
5 issuing tax forms relating to payments made under the Settlement; all costs and fees associated with
6 preparing any tax returns and any other filings required by any governmental taxing authority or
7 agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared
8 in the course of administering Individual Settlement Payments; and any other costs and fees incurred
9 and/or charged by the Settlement Administrator in connection with the execution of its duties under
10 this Stipulation. Settlement Administration Costs also include all costs associated with maintaining the
11 QSF for the length of the Settlement Payments.

12 2.40 "Settlement Administrator" means and refers to Apex Class Administrators the entity that
13 will be responsible for the administration of the Settlement and related matters as described in this
14 Settlement. The Settlement Administrator, in addition to mailing of the Notice will publish the Class
15 Notice, the Complaint, and the Court 's Order preliminarily approving the Settlement on a website
16 designed for this Settlement, with the URL for such website appearing in the mailed Class Notice.

17 **3 DESCRIPTION OF THE LITIGATION**

18 3.1 The Action was brought by Plaintiff, a former employee Defendant Cycle Gear, Inc.
19 Plaintiff contends that she was jointly employed by Defendants Comoto Holdings, LLC and Comoto
20 Holdings, Inc.

21 3.2 The parties engaged in both written and informal discovery. Defendants' counsel
22 provided Plaintiff's counsel with a 15% sampling of time and payroll records. Plaintiff's counsel filed
23 motions to compel. Depositions of the Plaintiff and Defendants' employees were also conducted.

24 3.3 On April 22, 2025, the Parties attended a full-day in-person mediation session with
25 mediator Hon. John Leo Wagner, Ret., at which the Parties were unsuccessful in resolving the claims
26 in this Action. However, after of extended negotiations with the assistance of Judge Wagner, the
27 Parties ultimately reached a resolution of all claims in this Action.

28

1 3.4 The agreed-upon Settlement was reached after evaluating the Parties' theories of
2 potential exposure for the underlying claims, as well as Plaintiffs' claims for interest and penalties,
3 and civil penalties. The Parties also assessed appropriate discounts to the potential liability based on
4 Defendants' contentions and defenses.

5 3.5 The Parties agree that the above-described investigation and evaluation, as well as
6 discovery and the information exchanged during the settlement negotiations, are more than sufficient
7 to assess the merits of the respective Parties' positions and to compromise the issues on a fair and
8 equitable basis.

9 **4 BENEFITS OF THE SETTLEMENT.**

10 4.1 Based on their own independent investigations and evaluations, Plaintiff's Counsel are
11 of the opinion that the Settlement with Defendants for the consideration and terms set forth below,
12 considering the Plaintiff's and average Class Members' and PAGA Members' claims and the risk of
13 loss, is fair, reasonable, and adequate in light of all known facts and circumstances, and is in the best
14 interests of the Class and PAGA Members. Plaintiff's Counsel are also of the opinion that the total
15 consideration and payment set forth in this Settlement is adequate in light of the uncertainties
16 surrounding the risk of further litigation, Defendants' economic situation, and the defenses that
17 Defendants have asserted and could assert. Plaintiff's Counsel have weighed the monetary benefit
18 under the Settlement to the Class and PAGA group against the expenses and length of continued
19 proceedings that would be necessary to prosecute the Action against Defendants through trial and
20 possible appeals. Plaintiff's Counsel have also taken into account the uncertain outcome and risk of
21 any litigation, especially in complex actions such as class and representative actions, as well as the
22 difficulties and delay inherent in such litigation. Therefore, Plaintiff's Counsel have determined that
23 the Settlement is in the best interests of the Class and PAGA group.

24 **5 POSITION OF DEFENDANTS.**

25 5.1 Neither this Settlement, nor any document referred to in it, nor any actions taken
26 pursuant to this Settlement, is or shall be claimed to be, construed as, or deemed to be, an admission
27 by Defendants of the truth of any of the allegations in the Complaint, the propriety of class treatment
28 in the Action, the validity of any of the claims that were or could have been asserted by the Plaintiff

1 and/or any of the Class Members and PAGA Members in the Actions, or of any liability or guilt of
2 Defendants in the Actions. There has been no final determination by any court as to the merits of the
3 claims asserted by Plaintiff against Defendants.

4 5.2 Defendants specifically and generally deny any and all liability or wrongdoing of any
5 sort with regard to any of the claims alleged, make no concessions or admissions of liability of any
6 sort, and contend that for any purpose other than Settlement, the Action is not appropriate for class
7 action treatment. Nonetheless, Defendants have concluded that further litigation of the Action would
8 be undesirable, and Defendants want the Action to be fully and finally settled in the manner and upon
9 the terms and conditions set forth in this Settlement. Defendants have also taken into account the
10 uncertainty and risks inherent in any litigation. Defendants therefore desire to settle the Action in the
11 manner and upon the terms and conditions set forth in this Settlement.

12 5.3 Defendants will stipulate to the certification of the Class claims for settlement purposes
13 only. Defendants dispute that certification is proper for the purposes of litigating the Class claims
14 proposed in or flowing from the Action. Absent final approval of the Settlement, the Parties will not
15 stipulate to class certification, and no party will be estopped as a result of any motion for settlement
16 approval. In the event that final approval of the Settlement is not granted, Defendants may reserve all
17 rights to oppose class certification, and the Parties will revert to the positions they held before this
18 Agreement.

19 **6 OPERATIVE TERMS OF SETTLEMENT.**

20 The Parties to this Action agree as follows:

21 6.1 Cooperation. The Parties will cooperate in obtaining, through written stipulation or
22 unopposed motion if a motion is required, an order from the Court approving the Settlement. The
23 Parties agree to use their best efforts to expedite the preparation and submission of the Settlement and
24 related documents. The Parties further agree to fully cooperate in the drafting and/or filing of any
25 further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
26 be requested by the Court or that are otherwise necessary to the approval and implementation of this
27 Settlement, and shall otherwise use their respective best efforts to obtain Court approval of this
28 Settlement.

1 6.2 Notice to LWDA. Plaintiff shall submit a copy of this Settlement to the California
2 Labor & Workforce Development Agency (“LWDA”) at the same time this Settlement is submitted to
3 the Court for approval pursuant to California Labor Code § 2699(1)(2).

4 6.3 Preliminary Approval

5 6.3.1 The Parties will seek to obtain the Court’s preliminary approval of the
6 Settlement of the Instant Action as directed by the Court. The Parties will submit this Settlement to the
7 Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
8 approval. The Parties will request that the Court’s preliminary approval of this Settlement be
9 embodied in a Preliminary Approval Order.

10 6.3.2 Notice to Class Members. The Settlement Administrator shall disseminate the
11 Notice Packet in the manner described below.

12 6.3.3 No later than fourteen (14) calendar days after the Preliminary Approval Date,
13 Defendant shall provide the Settlement Administrator with the Class List confidentially and for the
14 limited purpose of implementing the terms of the settlement if and as approved by the Court. The
15 Settlement Administrator shall not share the names or contact information of any Class Member,
16 whether or not they ultimately opt out of the Settlement, or PAGA Member with Plaintiffs or Class or
17 PAGA Counsel. No later than ten (10) days after receipt of such address information, the Settlement
18 Administrator will perform a national change of address (“NCOA”) search, update the addresses per
19 the results of the NCOA search, and then mail the Notice of Settlement, substantially in the forms
20 attached as **Exhibit A**, to each Class Member by first-class mail, postage prepaid. If a mailed notice is
21 not returned within thirty (30) calendar days, it is assumed to be received.

22 6.3.4 In the event that a Notice Packet sent by mail is returned as undeliverable, the
23 Settlement Administrator will make reasonable efforts to obtain a valid mailing address by using the
24 social security number of the Class Member and standard skip tracing devices to conduct a search for
25 a correct mailing address. The Settlement Administrator shall make one (1) attempt to re-mail the
26 Notice Packet within three (3) business days from the date of the return of the Notice Packet.

27 Following each search that results in a corrected address, the Settlement Administrator shall promptly
28 resend the original Notice Packet to the Class Member by first-class mail, postage prepaid. Recipients

1 of re-mailed notices get an additional ten (10) calendar days to respond. In any event, such efforts
2 must be completed no less than fourteen (14) days before the date of the Final Approval and Fairness
3 Hearing. Following each search that results in no corrected address, the Settlement Administrator shall
4 resend the Notice Packet to the Class Member, postage prepaid, to the original address; only one (1)
5 such re-mailing to the same address shall occur, per address, per mailing.

6 6.3.5 Plaintiff's Counsel shall cooperate in good faith with the Settlement
7 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members. Defendants
8 shall cooperate in good faith with the Settlement Administrator's reasonable efforts to obtain valid
9 mailing addresses for Class Members to the extent they were active employees of Defendants at the
10 time of the Preliminary Approval Order or are active employees at the time of any request made by the
11 Settlement Administrator.

12 6.3.6 All costs of mailing of the Notice Packet, whether foreseen or not, shall be paid
13 from the Gross Settlement Amount, including the cost of searching for Class Members' addresses as
14 provided herein. All other reasonable costs of the Settlement Administrator shall also be paid from the
15 Gross Settlement Amount.

16 6.3.7 No later than fourteen (14) calendar days prior to the date of the Final Approval
17 and Fairness Hearing, the Settlement Administrator shall file a declaration under penalty of perjury
18 advising the Court that the requirements of Sections 6.3, 6.4 and 6.5 of this Settlement have been
19 fulfilled.

20 6.3.8 Compliance with these procedures shall constitute due and sufficient notice to
21 Class Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall
22 be required of, or done by, the Parties, Plaintiff's Counsel, and Defendants' Counsel to provide notice
23 of the proposed Settlement.

24 6.4 Responses to Notice

25 6.4.1 The Notice Packet shall provide Class Members with information on the
26 settlement of the Instant Action and how Class Members may challenge the Pay Period information as
27 provided in their Class Notice. Class Members will have until the Response Deadline within which to
28

1 complete and postmark their dispute for return to the Settlement Administrator. Except as provided by
2 Section 6.4.2, no dispute will be honored if postmarked after the Response Deadline.

3 6.4.2 For Class Members who are re-mailed the Notice Packet due to it being
4 undeliverable, the deadline by which to submit a dispute, file an objection, or submit a request for
5 exclusion will be the later of (i) ten (10) calendar days from the date the Notice Packet was re-mailed,
6 or (ii) the Response Deadline. In no event shall a Class Member's response deadline be later than the
7 Final Approval and Fairness Hearing.

8 6.4.3 Class Members, with the exception of Plaintiff, may opt-out of the Settlement.
9 Class Members who wish to exercise this option must submit a request for exclusion as provided in
10 this Section. The request for exclusion must (a) be in writing; (b) state the name, address and
11 telephone number of the Class Member; (c) state either the Class Member's approximate dates of
12 employment with Defendants or the employee identification number given to the Class Member by
13 Defendants; (d) request exclusion from the Class saying words to the effect of "I wish to opt out of the
14 Class in: *Isin al-Otat v. Cycle Gear, Inc.*, San Francisco County Superior Court Case No. CGC-23-
15 606243"; (e) be postmarked no later than the Response Deadline; and (f) be signed and dated with
16 return address or contact information. No request for exclusion may be made on behalf of a group of
17 members of the Class. The date of the postmark on the return-mailing envelope shall be the exclusive
18 means used to determine whether a request for exclusion has been timely submitted. By submitting
19 such a Request for Exclusion, a Class Member shall be deemed to have exercised his or her option to
20 opt out of the class action lawsuit. Any Class Member who timely and validly opts-out will receive no
21 Individual Settlement Payment and will not be bound by the terms of the Settlement Agreement and
22 will not have any right to object, appeal, or comment thereon. Except however, a Class Member who
23 timely and validly opts-out and who is also a PAGA Member shall receive his or her Individual PAGA
24 Payment (i.e., share of the PAGA Settlement Fund) per Section 6.9.2 notwithstanding their opt-out.
25 Members of the Class who fail to submit a valid and timely request for exclusion shall be bound by all
26 terms of the Settlement and the Final Order and Final Judgment entered in this Action, regardless of
27 whether they otherwise have requested exclusion from the settlement. No later than fourteen (14) days
28 before the Final Approval and Fairness Hearing, the Settlement Administrator shall file a declaration

1 under penalty of perjury advising the Court with a complete list of all members of the Class who have
2 timely requested exclusion from the Settlement.

3 6.4.4 Any person who does not request exclusion but who wishes to object to this
4 Settlement or otherwise to be heard concerning this Settlement shall inform Plaintiff's Counsel and
5 Defendants' Counsel in writing of his or her intent to object to this Settlement and/or appear at the
6 Final Approval and Fairness Hearing by following the procedures set forth in the Notice Packet. To be
7 considered timely, the notice must be served on the Settlement Administrator no later than the
8 Response Deadline, who will then ensure that Plaintiff's Counsel and Defendants' Counsel are
9 promptly made aware of the notice. The notice must set forth any and all grounds for objections to this
10 Settlement and include any supporting papers and arguments, if any. Either of the Parties may file a
11 responsive document to any notice of intent to object or appear with the Court no later than five (5)
12 calendar days before the Final Approval and Fairness Hearing.

13 6.4.5 If any individual whose name does not appear on the updated class list provided
14 to the Settlement Administrator believes that he or she is a member of the Class, he or she shall have
15 the opportunity to dispute his or her exclusion from the Class. If an individual believes he or she is a
16 member of the Class, he or she must notify the Settlement Administrator in writing no later than the
17 Response Deadline. The Parties will meet and confer regarding any such individuals in an attempt to
18 reach an agreement as to whether any such individual should be regarded as a member of the Class. If
19 the Parties so agree, the Settlement Administrator will mail a Notice of Preliminary Approval to the
20 individual and treat the individual as a member of the Class for all other purposes. Such an individual
21 will have all of the same rights as any other member of the Class under this Agreement.

22 6.4.6 If fifty (50) or more of the total number of Class Members submit timely and
23 valid requests for exclusion, then Defendants shall have the option to void the Settlement. The option
24 must be exercised within fifteen (15) business days after receiving written notice from the Settlement
25 Administrator that 50 or more Class Members submitted timely and valid requests for exclusion. If
26 Defendants choose to exercise this option, the effect will be precisely the same as if final approval did
27 not occur, as discussed herein. If Defendants exercise the right to void the Settlement under this
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1 Paragraph, Defendants shall be responsible for the costs of the settlement administration up to the date
2 the Settlement is voided.

3 6.4.7 Neither the Parties nor their respective counsel will solicit or otherwise
4 encourage any Class Member, directly or indirectly, to request exclusion from the settlement or object
5 to the settlement.

6 6.5 Data Dispute Procedures

7 6.5.1 Any Participating Class Member who disputes the dates of employment listed
8 within the Class Notice may submit a written dispute and provide their claimed correct dates of
9 employment, or Pay Periods worked during Class Period in California, together with any supporting
10 information or documentation to the Settlement Administrator at the contact information provided for
11 in the Class Notice by the Response Deadline. If a Participating Class Member does not timely dispute
12 the information contained in the Class Notice, the information contained in the Class Notice shall
13 govern the calculation of his or her entitlement under the Settlement.

14 6.5.2 Defendants and Defendants' Counsel shall review and respond to each
15 submitted dispute as soon as possible upon receipt and shall transmit a copy of their response to the
16 Settlement Administrator. Defendants' response shall state whether Defendants agree with or dispute
17 the information provided in the dispute.

18 6.5.2.1 If Defendants agree with all of the information provided in the
19 dispute, the information and documentation provided by the Participating Class Member and attached
20 to the dispute shall govern the calculation of the entitlement under the Settlement of the person whose
21 employment information is listed in the dispute.

22 6.5.2.2 If Defendants disagree with any of the information provided in a
23 dispute, it shall promptly advise Class Counsel in writing of the disagreement and provide the
24 Settlement Administrator with copies of all information relevant to the dispute. Defendants' records
25 shall govern in the event of any conflict. In the event any Participating Class Member's individual
26 settlement share is revised, any and all payments relating to any disputed entitlements will come from
27 the Net Settlement Amount, and in no event will Defendants be responsible for any additional amounts
28 relating to disputed and/or revised data.

1 6.6 Application for Plaintiff's Counsel's Fees and Expenses. Plaintiff's Counsel shall apply
2 to the Court for an award of fees from the Gross Settlement Amount in an amount not to exceed one-
3 third (1/3) of the Gross Settlement Amount (\$445,500). Plaintiff's Counsel shall also apply to the
4 Court for an award of actual costs from the Gross Settlement Amount in an amount not to exceed
5 forty-five thousand (\$45,000.00), supported by a declaration of Plaintiff's Counsel. Defendants agree
6 not to oppose Plaintiff's Counsel's application for fees and expenses to the extent such application is
7 consistent with this Agreement and all costs requested are supported by records of expenses and a
8 declaration from counsel. The Parties agree that the Court's approval of any request for attorneys' fees
9 or costs is not a condition of the Settlement and that an award of less than the amounts requested
10 would not give rise to a basis to abrogate the Settlement. Any amount of requested attorneys' fees or
11 costs not approved by the Court shall be allocated to the Net Settlement Amount.

12 6.7 Application for Enhancement Payment.

13 6.7.1 Plaintiff's Counsel, on behalf of Plaintiff, shall apply to the Court for an
14 Enhancement Payment from the Gross Settlement Amount.

15 6.7.2 The request for an Enhancement Payment will be supported by a declaration
16 from Plaintiff seeking payment outlining the burdens and obligations assumed in connection with their
17 role as the purported Class Representative/PAGA Plaintiff. An Enhancement Payment award of less
18 than the requested amount will not give rise to a basis to abrogate the Settlement Agreement. Any
19 amount of a requested Enhancement Payment not approved by the Court shall be allocated to the Net
20 Settlement Amount.

21 6.8 Final Approval and Fairness Hearing.

22 6.8.1 The Court shall hold the Final Approval and Fairness Hearing where objections,
23 if any, may be heard. Notice of this hearing will be set forth in the Notice Packet.

24 6.8.2 Final Judgment. If the Court approves this settlement at the Final Approval and
25 Fairness Hearing, the Parties request that the Court enter Final Judgment.

26 6.9 Allocation of the Class Settlement Amount and PAGA Settlement Amount

27 6.9.1 Each Participating Class Member's cash portion of the Individual Settlement
28 Payment shall be determined by taking the total Pay Periods of each Participating Class Member and

1 dividing that by the total Pay Periods for all Participating Class Members and multiplying that fraction
2 by the cash portion of the Class Settlement Amount. These calculations shall be constructed from
3 Defendants' records. There will be no reversion of any of the Gross Settlement Amount, Class
4 Settlement Amount or PAGA Settlement Amount to Defendants. The calculation of a Class Member's
5 total Pay Periods shall be construed from Defendants' records. Each Participating Class Member shall
6 also receive a Cycle Gear, Inc. retail merchandise voucher in the amount of approximately \$320.00.

7 6.9.2 Each PAGA Member's portion of the PAGA Settlement Fund shall be
8 determined by taking the pay periods each PAGA Member worked during the PAGA Settlement
9 Period and dividing that figure by the total Pay Periods worked by all PAGA Members during the
10 PAGA Settlement Period and then multiplying this fraction by the PAGA Settlement Fund. These
11 calculations shall be constructed from Defendants' records.

12 6.9.3 All Participating Class Members will be entitled to receive their Individual
13 Settlement Payments, such that 100% of the Class Settlement Amount will be distributed to the Class
14 Members.

15 6.9.4 All PAGA Members will be entitled to receive their Individual PAGA
16 Payments, such that 100% of the PAGA Settlement Fund will be distributed to the PAGA Members.

17 6.9.5 The Parties recognize that the Individual Settlement Payments to be paid to
18 Class Members reflect settlement of a dispute over claimed wages, interest, premiums and penalties.
19 All Individual Settlement Payments to Participating Class Members are allocated as follows:

20 6.9.5.1 Ten percent (10%) of the Individual Settlement Payments shall be
21 allocated for payment of disputed wages to Participating Class Members. For this portion of the
22 Individual Settlement Payments, Participating Class Members shall receive a W-2 form.

23 6.9.5.2 Fifty percent (50%) of the Individual Settlement Payments shall be
24 allocated for disputed penalties. This portion of the Individual Settlement Payments consists of other
25 income, not wages, for which the Participating Class Members shall receive a 1099 form as and if
26 required by law.

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1 6.9.5.3 Forty (40%) of the Individual Settlement Payments shall be allocated for
2 disputed interest. This portion of the Individual Settlement Payments consists of other income, not
3 wages, for which the Participating Class Members shall receive a 1099 form as and if required by law.

4 6.9.6 The Settlement Administrator shall remit and report the applicable portions of
5 the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties
6 and undertakings set forth in Section 2.43. Defendants agree to reasonably cooperate with the
7 Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment
8 required under this Section.

9 6.9.7 Other than the withholding and reporting requirements set forth in Sections 2.43
10 and 6.11.7, Participating Class Members shall be solely responsible for the reporting and payment of
11 their share of any federal, state and/or municipal income or other taxes on payments made pursuant to
12 this Settlement. No party has made any representation to any of the other Parties as to the taxability of
13 any payments pursuant to this Settlement, including the payments to Class Members, the payments to
14 Plaintiff's Counsel, the payments to the Plaintiff, or the allocation of Settlement proceeds to wage and
15 non-wage income as provided in Section 6.9.5, or otherwise as to tax implications of any provision of
16 this Settlement.

17 6.9.8 The Parties recognize that the Individual PAGA Payments to be paid to PAGA
18 Members reflect settlement of a dispute over claimed civil penalties. The Individual PAGA Payments
19 shall be allocated as 100% penalties and shall be reported using IRS Forms 1099 as required by law.
20 The appropriate 1099s will be filed with the relevant taxing authorities by the Settlement
21 Administrator.

22 6.10 Distribution of Settlement Proceeds

23 6.10.1 Within fourteen (14) calendar days of the Effective Date, Defendants shall
24 electronically wire the entire Gross Settlement Amount into a QSF set up by the Settlement
25 Administrator. The final and complete delivery by Defendants to the Settlement Administrator of the
26 Gross Settlement Amount shall constitute full and complete discharge of the entire obligation of
27 Defendants under this settlement. Following the full funding of the Gross Settlement Amount and
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1 employer payroll taxes, no Released Party shall have any further obligation or liability to Plaintiff's
2 Counsel, the Settlement Administrator, the Plaintiff, any Class Member and any PAGA Member.

3 6.10.2 The final and complete delivery by Defendants to the Settlement Administrator
4 of such amounts plus any information necessary for the Settlement Administrator to complete its
5 duties per this Agreement shall constitute full and complete discharge of the entire obligation of
6 Defendants under this Settlement. No Released Party shall have any further obligation or liability to
7 Plaintiff's Counsel, the Settlement Administrator, any Class Member and any PAGA Member, or
8 Plaintiff.

9 6.10.3 Within fourteen (14) calendar days after receipt of the Gross Settlement
10 Amount from Defendants, the Settlement Administrator shall promptly pay (and, if available,
11 electronically wire) from the Gross Settlement Amount (1) all Court-awarded attorney's fees and costs
12 to Plaintiff's Counsel; (2) the Enhancement Payment to Plaintiff; (3) State of California's portion of
13 the PAGA Payment to the LWDA; and (4) settlement administration costs to itself. Following
14 payment of the amounts above, the Settlement Administrator shall calculate and make payments to the
15 Participating Class Members and PAGA Members in accordance with this Agreement.

16 (a) The Settlement Administrator shall wire the Court-approved attorneys' fees and
17 costs to Plaintiff's Counsel. Plaintiff's Counsel shall provide the Settlement Administrator with the
18 pertinent taxpayer identification number and appropriate division and wire instructions within five (5)
19 business days after the Final Approval Date, if not earlier.

20 (b) The Settlement Administrator shall send checks by mail for any Court-approved
21 Enhancement Payment to the Plaintiff, care of Plaintiff's Counsel.

22 6.10.4 Within thirty (30) days of the Effective Date, as defined herein, the Settlement
23 Administrator shall issue cash Individual Settlement Payments to Participating Class Members in the
24 form of a check, which shall become null and void if not deposited within one-hundred eighty (180)
25 days of issuance. After one-hundred eighty (180) days of issuance, funds from undeposited checks
26 shall be distributed by the Settlement Administrator to the California State Controller's Unclaimed
27 Property Fund in the name of the individual who failed to cash the check. The Parties agree that this
28 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire

1 Class Settlement Amount will be paid out to Participating Class Members, whether or not they all cash
2 their Individual Settlement Payment checks. Therefore, Defendants will not be required to pay any
3 interest on said amount. The failure by a Class Member to claim or deposit any check issued by the
4 Settlement Administrator shall have no effect on that Class Member's release of all Released Claims
5 as set forth herein.

6 6.10.5 Within thirty (30) days of the Effective Date, as defined herein, the Settlement
7 Administrator shall also issue Individual PAGA Payments to PAGA Members in the form of a check,
8 which shall become null and void if not deposited within one-hundred eighty (180) days of issuance.
9 After one-hundred eighty (180) days of issuance, funds from undeposited checks will be distributed by
10 the Settlement Administrator to the California State Controller's Unclaimed Property Fund in the
11 name of the individual who failed to cash the check. The failure by a PAGA Member to claim or
12 deposit any check issued by the Settlement Administrator shall have no effect on that PAGA
13 Member's release of the Released PAGA Claims as set forth herein. The payments in Sections 6.10.4
14 and 6.10.5 may be made on the same check at the discretion of the Settlement Administrator.

15 6.10.6 For each check mailed to a Participating Class Member or PAGA Member that
16 is returned as undeliverable, the Settlement Administrator will make reasonable efforts to obtain a
17 valid mailing address by using the social security of the Class Member or PAGA Member and
18 standard skip tracing devices to conduct a search for a correct mailing address. The Settlement
19 Administrator shall make one (1) attempt to re-mail the check within ten (10) business days from the
20 date of the return of the check.

21 6.10.7 The Settlement Administrator shall mail with each Individual PAGA Payment
22 and Individual Settlement Payment a Cover Letter ("Cover Letter") attached and incorporated into this
23 Agreement as **Exhibit D**. The Cover Letter shall contain the Cycle Gear, Inc. merchandise voucher
24 redemption code for the Participating Class Member to redeem.

25 6.10.8 No person shall have any claim against the Settlement Administrator,
26 Defendants or any of the Releasees, the Plaintiff, the Class Members, or Plaintiff's Counsel based on
27 distribution or payments made substantially in accordance with this settlement, or further orders of this
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1 Court. The Settlement Administrator, however, shall be licensed and bonded in an amount sufficient to
2 cover any claims against it.

3 6.11 Release of Claims

4 6.11.1 Upon entry of the Final Order and Judgment and full and final payment by
5 Defendants of the Gross Settlement Amount consistent with Section 6.10.1: (1) Plaintiff and each
6 Participating Class Member shall be deemed to have fully, finally, and forever released the Releasees
7 from all Released Class Claims; and (2) Plaintiff and each PAGA Member shall be deemed to have
8 fully, finally, and forever released the Releasees from all Released PAGA Claims.

9 6.11.2 In addition, if Plaintiff receives an Enhancement Payment in any amount, she
10 shall provide the following general release: Upon entry of the Final Order and Judgment and full and
11 final payment by Defendants of the Gross Settlement Amount, Plaintiff shall be deemed to have fully,
12 finally, and forever released the Releasees from the Plaintiff's Released Claims excepting the right to
13 enforce the terms of the Settlement. With respect to the Plaintiff's Released Claims only, the Plaintiff
14 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the
15 provisions, rights, and benefits they may otherwise have had pursuant to § 1542 of the California Civil
16 Code, which provides as follows:

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

20 6.12 Miscellaneous Provisions

21 6.12.1 Unless otherwise specifically provided herein, all notices, demands, or other
22 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
23 the third business day after both of a) notification via email, and b) mailing by United States certified
24 mail, return receipt requested, addressed as follows:

25 To the Plaintiff, the Class, and aggrieved employees:

26 BIGONGER & BIGONGER
27 Samantha S. Bigonger, SBN 286290
4897 Main Street
28 Yorba Linda, CA 92886
Tel: (714) 777- 4477
Fax: (714) 777-1207

1 Email: samantha@bigongerlaw.com

2 LAW OFFICE OF JESSICA P. GOMEZ
3 Jessica P. Gomez, SBN 309710
4 14241 Firestone Blvd #400
5 La Mirada, CA 90638
6 Tel: (562) 228-0986
7 Email: jessica@jgllawyers.com

8 To Defendants:

9 Wendy Sugg
10 SUGG LAW GROUP
11 384 Forest Avenue, Suite 15
12 Laguna Beach, CA 92651
13 Telephone: (949) 260-9548
14 Email: wendy@sugglaw.com

15 Allen W. Nelson, Esq. (Admitted Pro Hac Vice)
16 Clark Hill
17 800 Battery Avenue SE, Suite 100
18 Atlanta, GA 30339
19 Telephone: (678) 370-4364
20 Email: awnelson@clarkhill.com

21 6.12.2 Either Party may file a substitution of attorney or change of address with the
22 Court in the Instant Action and that new counsel will replace the counsel stated in Section 6.12.1, or
23 the new address will replace the address for notice stated in Section 6.12.1.

24 6.12.3 The Parties hereto agree that the terms and conditions of this Settlement are the
25 result of lengthy, intensive, arms'-length negotiations between the Parties and that this Settlement
26 shall not be construed in favor of or against any party by reason of the extent to which any party or its
27 counsel participated in the drafting of this Settlement.

28 6.12.4 The Plaintiff, by signing this Settlement, is bound by the terms herein and
further agrees not to request to be excluded from the Settlement and not to object to any terms of this
Settlement. Any such request for exclusion or objection shall therefore be void and of no force or
effect.

Neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to
act for, Plaintiff, PAGA Members, the Class, or Class Members, may recover or seek to recover any
amounts for fees, costs, or disbursements from the Releasees or the Settlement except as expressly
provided herein.

1 6.12.6 This Settlement may not be changed, altered, or modified, except in writing
2 signed by the Parties and/or by counsel for the Parties hereto and approved by the Court. This
3 Settlement may not be discharged except by performance in accordance with its terms or by a writing
4 used by the Parties hereto.

5 6.12.7 This Agreement, including exhibits, constitutes the full, complete and entire
6 understanding, agreement and arrangement between the Plaintiff on the one hand, and Defendants on
7 the other hand, with respect to the settlement of the Action against Defendants and supersedes and
8 replaces all prior agreements. Except those set forth expressly in this Agreement, there are no other
9 agreements, covenants, promises, representations or arrangements between the Parties with respect to
10 the Settlement of the Actions and the Released Claims against Defendants.

11 6.12.8 This Settlement shall be binding upon and inure to the benefit of the Parties
12 hereto and their respective heirs, trustees, executors, Settlement Administrators, successors, and
13 assigns.

14 6.12.9 Confidentiality Prior to Preliminary Approval. To effectuate settlement,
15 Plaintiff, Defendants, and counsel for each party separately agree that until the filing date of a Motion
16 for Preliminary Approval of Settlement, they and each of them will not disclose, disseminate and/or
17 publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of
18 the Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
19 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of
20 whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report
21 income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in
22 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
23 to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking
24 such information. Plaintiff, Defendants, and each counsel for each party separately agree not to,
25 directly or indirectly, initiate any conversation or other communication, before the filing of the Motion
26 for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to
27 this Agreement except to respond only that "the matter was resolved," or words to that effect. This
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1 paragraph does not restrict Plaintiff's Counsel's communications with Class Members/PAGA
2 Members in accordance with counsel's ethical obligations owed to Class Members/PAGA Members.

3 6.12.10 Upon final funding of the settlement, Plaintiff and her attorneys shall
4 destroy all of Defendants' records produced and certify that this has been done.

5 6.12.11 Plaintiff and her attorneys of record agree not to discuss, answer
6 questions about, promote, or publicize the settlement, this Agreement and its terms, or the negotiations
7 leading to this Agreement with anyone other than the Court, Class Members or those individuals
8 necessary to effectuate the terms of the Agreement. This Settlement shall become binding upon the
9 Parties upon its execution by the Plaintiff and Defendants. This Settlement may be executed in
10 counterparts, each of which shall be deemed an original, but all of which together shall constitute one
11 and the same instrument and an electronic or DocuSign signature, facsimile signature, and a PDF
12 scanned signed signature page may be accepted as an original for purposes of executing this
13 agreement provided that counsel for the Parties will exchange among themselves original signed
14 counterparts.

15 6.12.12 The Parties agree to mediate in good faith any dispute as to the terms of
16 this Settlement. In the event that such mediation is unsuccessful, and one or more of the settling
17 Parties to this Settlement institutes any legal action, arbitration, or other proceeding to enforce the
18 provisions of this Settlement or to declare rights and/or obligations under this Settlement, the
19 successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable
20 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
21 actions. Notwithstanding the entry of Final Judgment, the Court shall retain jurisdiction of this matter
22 for purposes of interpreting and enforcing the terms of this Agreement and the judgment.

23 6.12.13 This Settlement and the exhibits hereto shall be considered to have been
24 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and
25 the rights and obligations of the Parties to the Settlement shall be construed and enforced in
26 accordance with, and governed by, the substantive laws of the State of California without giving effect
27 to that State's choice of law principles.

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6.12.14 Paragraph titles or captions contained in the Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement, or any provision thereof.

IN WITNESS WHEREOF, this Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: October _____, 2025

By: _____
Isin al-Otat
Plaintiff

DATED: October ~~12/10/2025~~ 10/9/28 AM EST

By: DocuSigned by:
Lindsey Wade
8D84655CA8BF4D7...
For: Cycle Gear, Inc.
Its: Defendant

DATED: October ~~12/10/2025~~ 10/9/28 AM EST

By: DocuSigned by:
Lindsey Wade
8D84655CA8BF4D7...
For: Comoto Holdings, Inc.
Its: Defendant

DATED: October ~~12/10/2025~~ 10/9/28 AM EST

By: DocuSigned by:
Lindsey Wade
8D84655CA8BF4D7...
For: Comoto Holdings, LLC
Its: Defendant

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AGREED AS TO FORM

DATED: October 12/10/2025, 2025

DATED: ~~October~~ 12/10/2025, 2025

DATED: ~~October~~ 12/10/2025, 2025

DATED: October _____, 2025

BIGONGER & BIGONGER

By: *Samantha Bigonger*
SAMANTHA BIGONGER
Plaintiff's Counsel

LAW OFFICES OF JESSICA GOMEZ

By: *Jessica Gomez*
JESSICA GOMEZ
Plaintiff's Counsel

SUGG LAW GROUP

By: *Wendy Sugg*
WENDY SUGG
Attorneys for Defendants

CLARK HILL PLC

By: _____
ALLEN W. NELSON
Attorneys for Defendants

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AGREED AS TO FORM

DATED: October _____, 2025

BIGONGER & BIGONGER

By: _____
SAMANTHA BIGONGER
Plaintiff's Counsel

DATED: October _____, 2025

LAW OFFICES OF JESSICA GOMEZ

By: _____
JESSICA GOMEZ
Plaintiff's Counsel

DATED: October _____, 2025

SUGG LAW GROUP

By: _____
WENDY SUGG
Attorneys for Defendants

DATED: ~~October~~ ^{12/10/2021} _____, 2025

CLARK HILL PLC

By:  _____
ALLEN W. NELSON
Attorneys for Defendants