

WILSHIRE LAW FIRM

Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989
Attorneys for Plaintiff

Troy A. Valdez (SBN 191478)
troy.valdez@us.dlapiper.com
Tom Lin (SBN 319911)
tom.lin@us.dlapiper.com
Vani Parti (SBN 306468)
Vani.parti@us.dlapiper.com

DLA PIPER LLP

555 Mission Street, Suite 2400
San Francisco, CA 94105-0922
Telephone: (415) 836-2500
Facsimile: (415) 836-2501
Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CHANDNI SINGH, individually, on behalf of
all others similarly situated, the State of
California, and other aggrieved persons,

Plaintiff,

v.

SHORT STORY, INC., a corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-609394

Assigned to: Hon. Jeffrey S. Ross, Dept. 613

Complaint filed: September 29, 2023

FAC Filed: March 13, 2024

Trial Date: Not set.

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Chandni Singh (“Plaintiff”), individually and on behalf of the State of California
3 and the Affected Employees (defined below) and Class Members (defined below), on one hand,
4 and Defendant Short Story, Inc. (“Defendant”), on the other hand. The Agreement refers to
5 Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1 “Action” means the Plaintiff’s lawsuit alleging class action and PAGA wage and hour
8 violations against Defendant captioned *Chandni Singh v. Short Story, Inc.*, San Francisco County
9 Superior Court Case No. CGC-23-609394, filed on September 29, 2023.

10 1.2 “Administrator” means APEX Class Action Administration, the neutral entity the Parties
11 have agreed to appoint to administer the Settlement.

12 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
13 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” the bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4 “Affected Employee” means all individuals employed by Defendant in the State of
17 California in a non-exempt position during the PAGA Period.

18 1.5 “Class” means all individuals employed by Defendant in the State of California in non-
19 exempt positions during the Class Period.

20 1.6 “Class Counsel” means Tyler J. Woods, James Yoo, Heriberto Ponce, Ruby Carrera, and
21 Alan Wilcox of Wilshire Law Firm, PLC.

22 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
23 Counsel and paid from the Gross Settlement Amount. Defendant will not oppose Plaintiff’s
24 application to the Court for approval from the Court of up to one-third (1/3) of the GSA (currently
25 estimated to total \$166,666.67) as attorneys’ fees.

26 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
27 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, in
28 an amount not to exceed \$30,000.00, to be paid from the Gross Settlement Amount.

1 1.9 “Class Data” means Class Member identifying information in Defendant’s possession,
2 custody, or control, including the Class Member’s name, last-known mailing address, Social
3 Security Number, number of Workweeks, and number of PAGA Pay Periods.

4 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
5 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
6 Class Member who qualifies as an Affected Employee).

7 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
8 current Class Member mailing addresses using all reasonably available sources, methods, and
9 means including, but not limited to, the National Change of Address database, skip traces, and
10 direct contact by the Administrator with Class Members.

11 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
12 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
13 without material variation, attached as Exhibit A and incorporated by reference into this
14 Agreement.

15 1.13 “Class Period” or “Class Settlement Period” means the period from September 29, 2019,
16 through the earlier of: (a) the date the Court grants preliminary approval of this Settlement; or (b)
17 the date on which the Total Workweeks (defined below) reaches 14,865.

18 1.14 “Class Representative” means the named Plaintiff in the Action.

19 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
20 to the Class Representative for initiating the Action and providing services in support of the
21 Action.

22 1.16 “Court” means the Superior Court of California, County of San Francisco.

23 1.17 “Defendant” means named Defendant Short Story, Inc.

24 1.18 “Defense Counsel” means Troy A. Valdez, Tom Lin, and Vani Parti of DLA Piper LLP.

25 1.19 “Effective Date” means the date by which both the Court has entered a Judgment on an
26 order granting final approval of this Settlement and that Judgment is final, with the Judgment
27 being final as of the latest of the following occurrences: (a) if no participating Class Member
28 objects to the Settlement, the day the Court enters Judgment; (b) if one or more participating Class

1 Members objects to the Settlement, the day after the deadline for filing a notice of appeal from
2 the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court
3 affirms the Judgment and issues a remittitur. Defendant will not be obligated to fund this
4 Settlement and pay the related employer-side taxes, until and unless there is no possibility of any
5 appeal that could potentially prevent the Final Approval Order and Judgment from becoming
6 binding.

7 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

8 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
9 of the Settlement.

10 1.22 “Gross Settlement Amount” or “GSA” means \$500,000.00, the total amount Defendant
11 agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross
12 Settlement Amount will be used to pay Individual Class Payment, Class Counsel Fees, Class
13 Counsel Expenses, Class Representative Service Payment, the Administrator’s Costs, and the
14 PAGA Payment.

15 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of
16 the Net Settlement Amount calculated according to the number of Workweeks worked during the
17 Class Period.

18 1.24 “Individual PAGA Payment” means the Affected Employee’s pro rata share of 25% of
19 the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the
20 PAGA Period.

21 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

22 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency
23 entitled, under Labor Code section 2699, subd. (i).

24 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA
25 under Labor Code section 2699, subd. (i).

26 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: PAGA Payment, Class Representative Service
28 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the

1 Administration Costs Payment. The remainder is to be paid to Participating Class Members as
2 Individual Class Payments.

3 1.29 “Non-Participating Class Member” means any Class Member who opts out of the
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.30 “Operative Class Complaint” means the operative class action complaint filed in the
6 Class Action.

7 1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

8 1.32 “PAGA Notice” means Plaintiff’s October 30, 2023, letter (LWDA-CM-990769-23) to
9 the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

10 1.33 “PAGA Pay Period” means any pay period during which an Affected Employee worked
11 at least one day for Defendant in non-exempt position in California during the PAGA Period
12 according to Defendant’s business records.

13 1.34 “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the
14 Gross Settlement Amount (\$50,000.00), allocated 25% to the Affected Employees (\$12,500.00)
15 and 75% to LWDA (\$37,500.00) in settlement of PAGA claims.

16 1.35 “PAGA Period” means the period from January 8, 2023, through the earlier of: (a) the
17 date the Court grants preliminary approval of the Settlement; or (b) the date on which the Class
18 Period ends.

19 1.36 “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Settlement.

21 1.37 “Plaintiff” means Chandni Singh, the named plaintiff in the Action.

22 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
23 Settlement.

24 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary
25 Approval and Approval of the PAGA Settlement, attached as Exhibit B.

26 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2
27 below.

28 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph

1 5.3 below.

2 1.42 “Released Parties” means Defendant and its current and former parents, subsidiaries,
3 and/or its or their present and former officers, partners, directors, managers, supervisors,
4 employees, attorneys, agents, shareholders, and/or successors, assigns, and trustees.

5 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be
6 excluded from the Class Settlement signed by the Class Member.

7 1.44 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class
8 Members and Affected Employees and shall be the last date on which Class Members may: (a)
9 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
10 her Objection to the Settlement. Class Members to whom Notice packets are resent after having
11 been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar
12 days beyond the Response Deadline has expired.

13 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.46 “Total Workweeks” means the total number of Workweeks during which any Class
16 Member worked at least one day in a non-exempt position in California during the Class Period
17 according to Defendant’s business records.

18 1.47 “Workweek” means any workweek in which a Class Member worked at least one day in
19 a non-exempt position in California during the Class Period according to Defendant’s business
20 records.

21 2. **RECITALS.**

22 2.1 On September 29, 2023, Plaintiff filed the Class Action alleging Defendant (1) failed to
23 pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide
24 meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages
25 at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify
26 employees for expenditures; and (8) violated California’s Unfair Competition Law, California
27 Business and Professions Code section 17200, *et seq.* On October 30, 2023, pursuant to Labor
28 Code section 2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that

1 Plaintiff intended to proceed with a representative action under PAGA through the PAGA Notice.
2 On March 13, 2024, Plaintiff filed a first amended complaint which added allegations relating to
3 and a cause of action for penalties pursuant to Labor Code section 2699, *et seq.*

4 2.2 Defendant denies the allegations in the Action, denies any failure to comply with the
5 laws identified in the Action, and denies any and all liability for the causes of action alleged in
6 the Action.

7 2.3 On April 9, 2025, the Parties participated in an all-day mediation presided over by
8 mediator David Phillips (“Mediator”). With the help of the Mediator, the Parties were able to
9 reach an agreement on general settlement terms at mediation and executed a Memorandum of
10 Understanding thereafter.

11 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
12 of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a
13 representative sampling of time and payroll data for Class Members and the necessary policy
14 documents through informal discovery to properly evaluate the strengths and weakness of the
15 claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient
16 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
17 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
18 130 (2008) (“*Dunk/Kullar*”).

19 2.5 The Court has not granted class certification because the Parties engaged in mediation
20 before any class certification.

21 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
22 other pending matter or action asserting claims that will be extinguished or affected by the
23 Settlement.

24 3. **MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
26 Defendant will pay \$500,000.00 and no more as the Gross Settlement Amount. The Gross
27 Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the
28 wage portions of the Individual Class Payments, which Defendant will pay separately. Defendant

1 has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline
 2 stated in Paragraph 4.3 of this Agreement.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
 4 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
 5 in the Final Approval Order:

6 3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than
 7 \$10,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the
 8 Class Representative is entitled to receive as a Participating Class Member. Defendant will not
 9 oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part
 10 of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek
 11 Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the
 12 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves an
 13 Enhancement Award less than the amount requested, the Administrator will retain the remainder
 14 in the Net Settlement Amount to be distributed to Participating Class Members. The
 15 Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full
 16 responsibility and liability for employee taxes owed on the Enhancement Award.

17 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
 18 of the GSA, which is currently estimated to be \$166,666.67, and a Class Counsel Litigation
 19 Expenses Payment for actual costs of not more than \$30,000. Defendant will not oppose requests
 20 for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will
 21 file a motion for Class Counsel Fees and Litigation Expenses Payment no later than 16 (sixteen)
 22 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
 23 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
 24 less than the amounts requested, the Administrator will allocate the remainder to the Net
 25 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
 26 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
 27 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
 28 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment

1 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
2 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
3 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
4 controversy regarding any division or sharing of any of these Payments.

5 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
6 exceed \$7,490.00 except for a showing of good cause and as approved by the Court. To the extent
7 the Administration Costs are less or the Court approves payment of less than requested, the
8 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
9 Participating Class Members.

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

14 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
15 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
16 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
17 reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class
18 Member's Individual Class Payment will be allocated to the settlement of claims for interest and
19 penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage
20 withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full
21 responsibility and liability for any employee taxes owed on their Individual Class Payment, except
22 for employer taxes on wages, which will be paid by Defendant.

23 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
24 Class Payments. Non-Participating Class Members will not receive any Individual Class
25 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
26 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

27 3.2.5 To the LWDA and Affected Employees: PAGA Payment in the amount of
28 \$50,000.00 to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the

1 LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

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

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

12 4. **SETTLEMENT FUNDING AND PAYMENTS.**

13 4.1 Class Workweeks. Based on a review of its records as of mediation, Defendant estimates
14 there are 288 Class Members who collectively will have worked a total of approximately 13,514
15 Workweeks during the Class Period.

16 4.2 Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval
17 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
18 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
19 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
20 and for no other purpose, and restrict access to the Class Data to Administrator employees who
21 need access to the Class Data to effect and perform under this Agreement. Defendant has a
22 continuing duty to immediately notify the Administrator and/or Class Counsel if it discovers that
23 the Class Data is incomplete, inaccurate, or omitted Class Member identifying information, and
24 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
25 of the deadline by which Defendant must send the Class Data to the Administrator, the Parties
26 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
27 resolve any issues related to missing or omitted Class Data. Because Class Members' sensitive
28 personal information is included in the Class Data, the Administrator shall perform its obligations

1 under the terms and conditions set forth in the Information Security and Services Agreement,
2 attached hereto as Exhibit C.

3 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
4 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
5 the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
7 Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class
8 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
11 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
12 Individual Class Payments and Individual PAGA Payments.

13 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
14 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
15 face of each check shall prominently state the date (180 days after the date of mailing) when the
16 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
17 Void Date. The Administrator will send checks for Individual Settlement Payments to all
18 Participating Class Members (including those for whom the Class Notice was returned
19 undelivered). The Administrator will send checks for Individual PAGA Payments to all Affected
20 Employees including Non-Participating Class Members who qualify as Affected Employees
21 (including those for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment and the
23 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update
24 the recipients' mailing addresses using the National Change of Address Database.

25 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
26 Members whose checks are returned undelivered without USPS forwarding address. Within seven
27 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
28 forwarding address provided or to an address ascertained through the Class Member Address

1 Search. The Administrator need not take further steps to deliver checks to Class Members whose
2 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
3 replacement check to any Class Member whose original check was lost or misplaced, requested
4 by the Class Member prior to the Void Date.

5 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
6 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
7 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
8 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
9 California Code of Civil Procedure Section 384, subd. (b).

10 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
11 not obligate Defendant to confer any additional benefits or make any additional payments to Class
12 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

13 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
14 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
15 Class Payments, Plaintiff, Class Members, and Affected Employees will release claims against
16 all Released Parties as follows:

17 5.1 **Plaintiff's Release.** Plaintiff agrees to completely and generally release any and all
18 claims, rights, demands, and liabilities of every nature and description, known and unknown,
19 suspected or unsuspected, including but not limited to those raised in the Action, including the
20 initial and First Amended Complaint, and those arising from or related to Plaintiff's employment
21 with Defendant, that Plaintiff may have against the Released Parties, that arose on or before the
22 date on which Plaintiff signs this Settlement agreement, and shall be subject to a waiver of
23 California Civil Code section 1542. Plaintiff agrees and understands that Defendant and Plaintiff
24 have had a bona fide dispute regarding, inter alia, wages owed. Nothing in this provision or in
25 this Agreement is intended to interfere with Plaintiff's ability to be a member of any future class
26 and/or collective action so long as any such action does not assert the claims released in and
27 through the settlement of the Action. Plaintiff's Release does not extend to any claims or actions
28 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

1 benefits, social security benefits, or workers' compensation benefits that arose at any time.
2 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
3 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
4 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
5 additional facts or Plaintiff's discovery of them. Plaintiff also hereby waives her right to opt-out
6 of or object to the Settlement.

7 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
9 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

14 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and
15 their respective former and present representatives, agents, attorneys, administrators, successors
16 and assigns, release Released Parties from all claims that were alleged, or reasonably could have
17 been alleged, based on the facts and allegations in the Operative Class Complaint that are alleged
18 to have occurred during the Class Period. Except as set forth in Section 5.3 of this Agreement,
19 Participating Class Members do not release any other claims, including claims for vested benefits,
20 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
21 insurance, disability, social security, or workers' compensation or claims based on events
22 occurring outside the Class Period (the "Released Class Claims").

23 5.3 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of
24 themselves and their respective former and present representatives, agents, attorneys,
25 administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties
26 that were alleged, or reasonably could have been alleged, based on the facts and allegations in
27 the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA
28 Notice, including, e.g., claims for PAGA penalties for alleged violations of California Labor

1 Code sections 201-203, 204, 226, 226.7, 1194, 1194.2, 1197, 1198, and 2802, and the applicable
2 Industrial Welfare Commission Wage Orders (the “Released PAGA Claims”).

3 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
4 preliminary approval (“Motion for Preliminary Approval”). Plaintiff will provide a draft of the
5 Motion for Preliminary approval to Defense Counsel no later than 3 days prior to the filing
6 deadline, or as otherwise agreed to by the Parties’ counsel.

7 6.1 **Plaintiff’s Responsibilities**. Plaintiff will prepare and deliver to Defense Counsel all
8 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
9 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
10 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
11 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
12 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
13 Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any
14 actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed
15 declaration from Class Counsel firm attesting to its competency to represent the Class Members;
16 its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2));
17 and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
18 the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
19 aware of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by the Settlement.

21 6.2 **Responsibilities of Counsel**. Class Counsel and Defense Counsel are jointly responsible
22 for expeditiously finalizing the Motion for Preliminary Approval. The Court has provided a
23 hearing date of November 21, 2025 for the Motion for Preliminary Approval, so Class Counsel
24 will be striving to file the Motion for Preliminary Approval by October 3, 2025, or as otherwise
25 ordered by the Court, and deliver the Court’s Preliminary Approval Order to the Administrator.

26 6.3 **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed Motion for
27 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
28 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person

1 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
2 Preliminary Approval or conditions Preliminary Approval on any material change to this
3 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
4 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
5 otherwise satisfy the Court's concerns.

6 **7. SETTLEMENT ADMINISTRATION.**

7 7.1 Selection of Administrator. The Parties have jointly selected APEX Class Action
8 Administration to serve as the Administrator and verified that, as a condition of appointment, the
9 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
10 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
11 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
12 Administrator other than a professional relationship arising out of prior experiences administering
13 settlements.

14 7.2 Employer Identification Number. The Administrator shall have and use its own
15 Employer Identification Number for purposes of calculating payroll tax withholdings and
16 providing reports to state and federal tax authorities.

17 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
18 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
19 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
20 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
21 to Participating Class Members.

22 7.4 Notice to Class Members.

23 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
24 shall notify Class Counsel that the list has been received and state the number of Class Members,
25 Affected Employees, Workweeks, and PAGA Pay Periods in the Class Data.

26 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
27 (14) calendar days after receiving the Class Data, the Administrator will send to all Class
28 Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail,

1 the Class Notice with Spanish translation substantially in the form attached to this Agreement as
2 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
3 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
4 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
5 mailing Class Notices, the Administrator shall update Class Member addresses using the National
6 Change of Address database.

7 7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
9 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
10 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
11 Notice to the most current address obtained. The Administrator has no obligation to make further
12 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
13 USPS a second time.

14 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
15 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days
16 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice
17 is re-mailed. The Administrator will inform the Class Member of the extended deadline with the
18 re-mailed Class Notice.

19 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
20 discovers any persons who believe they should have been included in the Class Data and should
21 have received Class Notice, the Parties will expeditiously meet and confer in person or by
22 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
23 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
24 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
25 requiring them to exercise options under this Agreement not later than 14 days after receipt of
26 Class Notice, or the deadline dates in the Class Notice, whichever are later.

27 7.5 Requests for Exclusion (Opt-Outs).

28 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement

1 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
2 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
3 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
4 Member or his/her representative that reasonably communicates the Class Member's election to
5 be excluded from the Settlement and includes the Class Member's name, address and email
6 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
7 or postmarked by the Response Deadline.

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

17 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
18 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
19 bound by all terms and conditions of the Settlement, including the Participating Class Members'
20 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
21 Class Member actually receives the Class Notice or objects to the Settlement.

22 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
24 right to object to the class action components of the Settlement. Because future PAGA claims are
25 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
26 are Affected Employees are deemed to release the Released PAGA Claims identified in Paragraph
27 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

28 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days

1 after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for Class
2 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
3 PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may
4 challenge the allocation by communicating with the Administrator via fax, email or mail. The
5 Administrator must encourage the challenging Class Member to submit supporting
6 documentation. In the absence of any contrary documentation, the Administrator is entitled to
7 presume that the Workweeks contained in the Class Notice are correct so long as they are
8 consistent with the Class Data. The Administrator's determination of each Class Member's
9 allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise
10 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
11 calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and
12 the Administrator's determination of the challenges.

13 7.7 Objections to Settlement.

14 7.7.1 Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
16 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment and/or Enhancement Award.

18 7.7.2 Participating Class Members may send written objections to the Administrator, by
19 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
20 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
21 Participating Class Member who elects to send a written objection to the Administrator must do
22 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
23 14 days for Class Members whose Class Notice was re-mailed).

24 7.7.3 Non-Participating Class Members have no right to object to any of the class action
25 components of the Settlement.

26 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
27 performed or observed by the Administrator contained in this Agreement or otherwise.

28 7.8.1 Website, Email Address and Toll-Free Number. No later than twenty-one (21)

1 calendar days after receipt of the Class Data from Defendant, the Administrator shall establish ,
2 maintain and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
5 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
6 Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The
7 Administrator will also maintain and monitor an email address and a toll-free telephone number
8 to receive Class Member calls, faxes and emails.

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

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

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

1 7.8.5 Administrator's Declaration. Not later than 14 days before the date by which
2 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
3 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
4 Court attesting to its due diligence and compliance with all of its obligations under this
5 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
6 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
7 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
8 of written objections and attach the Exclusion List. The Administrator will supplement its
9 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
10 for filing the Administrator's declaration(s) in Court.

11 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
12 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
13 and Defense Counsel with a final report detailing its disbursements by employee identification
14 number only of all payments made under this Agreement. At least 15 days before any deadline
15 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
17 payments required under this Agreement. Class Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 8. **DEFENDANT'S RIGHT TO WITHDRAW**. If the valid Requests for Exclusion identified
20 in the Exclusion List represent more than an aggregate total of 10% of Class Members (i.e. more
21 than 29 opt-outs), Defendant may, but is not obligated, to elect to withdraw from the Settlement.
22 The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no
23 force or effect whatsoever, and that neither Party will have any further obligation to perform under
24 this Agreement; provided, however, Defendant will remain responsible for paying all Settlement
25 Administration Costs incurred to that point. Defendant must notify Class Counsel and the Court
26 of its election to withdraw not later than five (5) business days after the Administrator sends the
27 final Exclusion List to Defense Counsel; late elections will have no effect.

28 9. **MOTION FOR FINAL APPROVAL**. Not later than 16 (sixteen) court days before the

1 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
2 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
3 PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Final Approval Order;
4 and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts
5 of these documents to Defense Counsel not later than three days prior to filing the Motion for
6 Final Approval, or as otherwise agreed to by the Parties’ counsel. Class Counsel and Defense
7 Counsel will expeditiously meet and confer in person, by telephone, or by email, and in good
8 faith, to resolve any disagreements concerning the Motion for Final Approval.

9 9.1 Response to Objections. Each Party retains the right to respond to any objection raised
10 by a Participating Class Member, including the right to file responsive documents in Court no
11 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
12 accepted by the Court.

13 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
14 Approval on any material change to the Settlement (including, but not limited to, the scope of
15 release to be granted by Class Members), the Parties will expeditiously work together in good
16 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
17 Approval. The Court’s decision to award less than the amounts requested for the Enhancement
18 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
19 Administrator Costs Payment shall not constitute a material modification to the Agreement within
20 the meaning of this paragraph.

21 9.3 Continuing Jurisdiction of the Court. The Parties agree that, pursuant to Code of Civil
22 Procedure section 664.6, after entry of Judgment, the Court will retain jurisdiction over the
23 Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
24 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
25 Judgment matters as are permitted by law.

26 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
27 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
28 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective

1 counsel, and all Participating Class Members who did not object to the Settlement as provided in
2 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
3 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
4 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
5 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
6 obligations to perform under this Agreement will be suspended until such time as the appeal is
7 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
8 of the Net Settlement Amount.

9 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted
12 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
13 expeditiously work together in good faith to address the appellate court's concerns and to obtain
14 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
15 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
16 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
17 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
18 Settlement Amount remains unchanged.

19 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
20 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
21 amended judgment.

22 11. **ADDITIONAL PROVISIONS.**

23 11.1 No Admission of Liability, Class Certification or Representative Manageability for
24 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
25 claims. Nothing in this Agreement is intended or should be construed as an admission by
26 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
27 any liability for any claims asserted; nor should it be intended or construed as an admission by
28 Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class

1 certification and representative treatment is for purposes of this Settlement only. If, for any
2 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
3 reserves the right to contest certification of any class for any reason, Defendant reserves all
4 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
5 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
6 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
7 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
8 Settlement and this Agreement).

9 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
10 Defense Counsel separately agree that, until the Motion for Preliminary Approval of the
11 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
12 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
13 directly or indirectly, specifically or generally, to any person, corporation, association,
14 government agency, or in any way, including by way of press releases, initiating contact with the
15 press, responding to any press inquiries, or communicating with the press. Plaintiff and Class
16 Counsel also agree not to reference this Settlement in any communication, including on social
17 media, in any advertisement, or on any website. The Parties and their counsel shall keep this
18 Settlement and its terms confidential, to the extent possible, except as necessary to obtain approval
19 of and to implement the Settlement, or as otherwise required by law, including (1) to the Parties'
20 attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
21 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to
22 appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to
23 an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
24 immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
25 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not
26 to, directly or indirectly, initiate any conversation or other communication, before the filing of
27 the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
28 giving rise to this Agreement except to respond only that "the matter was resolved," or words to

1 that effect. This paragraph does not restrict Class Counsel's communications with Class Members
2 in accordance with Class Counsel's ethical obligations owed to Class Members. This provision
3 shall in no way prevent Class Counsel from listing the case name, number, and a brief description
4 of the claims in future filings, such as to support their qualifications as class counsel in other
5 matters, nor will it restrict Class Counsel's right to disclose publicly available information.

6 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
8 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
9 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
10 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

11 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibits shall constitute the entire agreement between the Parties
13 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
14 inducements made to or by any Party.

15 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
17 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
18 its terms, and to execute any other documents reasonably required to effectuate the terms of this
19 Agreement including any amendments to this Agreement.

20 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and
23 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
24 or content of any document necessary to implement the Settlement, or on any modification of the
25 Agreement that may become necessary to implement the Settlement, the Parties will seek the
26 assistance of a mediator and/or the Court for resolution.

27 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action, or right released and discharged by the Party in this Settlement.

3 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
4 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
5 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
6 Part 10, as amended) or otherwise.

7 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed by all Parties or their
9 representatives, and approved by the Court.

10 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
11 to the benefit of, the successors of each of the Parties.

12 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
13 governed by and interpreted according to the internal laws of the state of California, without
14 regard to conflict of law principles.

15 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
16 of this Agreement. This Agreement will not be construed against any Party on the basis that the
17 Party was the drafter or participated in the drafting.

18 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
19 entered during Action and in this Agreement relating to the confidentiality of information shall
20 survive the execution of this Agreement.

21 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
22 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
23 Counsel by Defendant in connection with the mediation, may be used only with respect to this
24 Settlement, and no other purpose, and may not be used in any way that violates any existing
25 contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the
26 date when the Court discharges the Administrator's obligation to provide a Declaration
27 confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic
28 versions of Class Data received from Defendant, except Class Data relating to Plaintiff, unless,

1 prior to the Court’s discharge of the Administrator’s obligation, Defendant makes a written
2 request to Class Counsel for the return, rather than the destruction, of Class Data.

3 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
4 inserted for convenience of reference only and does not constitute a part of this Agreement.

5 11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
6 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
7 weekend or federal legal holiday, such date or deadline shall be on the first business day
8 thereafter.

9 11.17 Notice. All notices, demands, or other communications between the Parties in
10 connection with this Agreement will be in writing and deemed to have been duly given as of the
11 third business day after mailing by United States mail, or the day sent by email or messenger,
12 addressed as follows:

13 To Plaintiff:

14 **WILSHIRE LAW FIRM**

15 Tyler J. Woods, Esq. (SBN 232464)

16 tyler.woods@wilshirelawfirm.com

17 James Yoo, Esq. (SBN 310680)

18 james.yoo@wilshirelawfirm.com

19 Heriberto Ponce, Esq. (SBN 339713)

20 eddie.ponce@wilshirelawfirm.com

21 Ruby Carrera, Esq. (SBN 343745)

22 ruby.carrera@wilshirelawfirm.com

23 Alan Wilcox (SBN 287476)

24 alan.wilcox@wilshirelawfirm.com

25 660 S. Figueroa Street, Sky Lobby

26 Los Angeles, California 90017

27 Telephone: (213) 381-9988

28 Facsimile: (213) 381-9989

To Defendant:

Troy A. Valdez (SBN 191478)

troy.valdez@us.dlapiper.com

Tom Lin (SBN 319911)

tom.lin@us.dlapiper.com

Vani Parti (SBN 308468)

Vani.parti@us.dlapiper.com

DLA PIPER LLP

555 Mission Street, Suite 2400
San Francisco, CA 94105-0922
Telephone: (415) 836-2500
Facsimile: (415) 836-2501

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

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

11.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Code of Civil Procedure section 664.6 and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Evidence Code sections 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the San Francisco County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure section 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 1/13/2026

Signed by:

A09C92E2DA3047A...
Plaintiff Chandni Singh

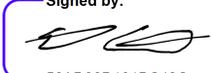
\\

\\

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: 1/15/2026 | 16:26 PST

Short Story, Inc.

Signed by:
By: 

56AD86D101BC43C...
Sam Hoffstaetter

Title: Cofounder & Chief Technology Officer

APPROVED AS TO FORM:

DATED: _____

Wilshire Law Firm, PLC

Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.
Alan Wilcox, Esq.
Attorneys for Plaintiff

DATED: January 12, 2026

DLA Piper LLP (US)



Troy A. Valdez, Esq.
Tom Lin, Esq.
Vani Parti, Esq.
Attorneys for Defendant

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: _____

Short Story, Inc.

By: _____

Title: _____

APPROVED AS TO FORM:

DATED: January 12, 2026

Wilshire Law Firm, PLC



Tyler J. Woods, Esq.
James Yoo, Esq.
Heriberto Ponce, Esq.
Ruby Carrera, Esq.
Alan Wilcox, Esq.
Attorneys for Plaintiff

DATED: _____

DLA Piper LLP (US)

Troy A. Valdez, Esq.
Tom Lin, Esq.
Vani Parti, Esq.
Attorneys for Defendant