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29 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
30 **FOR THE COUNTY OF SAN DIEGO**

31 JASON SAMPSON, individually, and on
32 behalf of all others similarly situated,

33 Plaintiff,

34 vs.

35 LETTER RIDE, LLC, a California limited
36 liability company; and DOES 1 through 10,
37 inclusive,

38 Defendants.

Case No. 37-2023-00051773-CU-OE-CTL
Case No. 37-2024-00005107-CU-OE-CTL

Assigned for All Purposes To:
Hon. Marcella O. McLaughlin
Dept. C-72

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Jason Sampson (“Plaintiff”) and Defendant Letter Ride, LLC (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS.**

5 1.1 “Actions” means Plaintiff’s lawsuit alleging class and representative action wage and
6 hour violations against Defendant captioned *Jason Sampson v. Letter Ride, LLC*, Case No. 37-
7 2023-00051773-CU-OE-CTL, filed on November 27, 2023 in San Diego County Superior Court
8 (“Class Action”) and *Jason Sampson v. Letter Ride, LLC*, Case No. 37-2024-00005107-CU-OE-
9 CTL, filed on February 2, 2024 in San Diego County Superior Court (“PAGA Action”).

10 1.2 “Administrator” means Apex Class Action, the neutral entity the Parties have agreed to
11 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” bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an
17 hourly-paid non-exempt employee at any time during the PAGA Period.

18 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid
19 non-exempt employee at any time during the Class Period.

20 1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, and Mariam
21 Nazaretyan 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. The Parties have agreed Plaintiff will
24 request approval from the Court of up to one-third (1/3) of the GSA (currently one hundred
25 twenty-three thousand three hundred thirty-three dollars and thirty-three cents [\$123,333.33]).

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 Actions,
28

1 not to exceed thirty seven thousand dollars and zero cents (\$37,000.00) and paid from the Gross
2 Settlement Amount.

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

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

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

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

17 1.13 “Class Period” or “Class Settlement Period” means the period from November 27, 2019
18 through June 16, 2025, subject to Defendant’s option to shorten the Settlement Class Period to
19 avoid triggering the Escalator Clause (“Settlement Class Period”).

20 1.14 “Class Representative” means the named Plaintiff Jason Sampson in the Actions.

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

24 1.16 “Court” means the Superior Court of California, County of San Diego.

25 1.17 “Defendant” means named Defendant Letter Ride, LLC.

26 1.18 “Defense Counsel” means J. Rod Betts and Nora J. Steinhagen of Quarles & Brady LLP.

27 1.19 “Effective Date” means the date by which both of the following have occurred: (a) the
28 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the

1 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
2 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
3 one or more Participating Class Members objects to the Settlement, the day after the deadline for
4 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
5 the day after the appellate court affirms the Judgment and issues a remittitur.

6 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

7 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
8 of the Settlement.

9 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
10 Approval of the Settlement.

11 1.23 “Gross Settlement Amount” or “GSA” means three hundred seventy thousand dollars
12 and zero cents (\$370,000.00), which is the total amount Defendant agrees to pay under the
13 Settlement, except as provided in Paragraph 8 below.

14 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
15 the Net Settlement Amount calculated according to the number of Workweeks worked during the
16 Class Period.

17 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
18 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
19 the PAGA Period.

20 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

21 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
22 entitled, under Labor Code section 2699, subd. (i).

23 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
24 under Labor Code section 2699, subd. (i).

25 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
26 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
27 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
28

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

3 1.30 “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 1.31 “Operative Class Complaint” means the operative complaint filed on November 27,
6 2023 in *Jason Sampson v. Letter Ride, LLC*, Case No. 37-2023-00051773-CU-OE-CTL (San
7 Diego County Superior Court).

8 1.32 “Operative PAGA Complaint” means the operative complaint filed on February 2, 2024
9 in *Jason Sampson v. Letter Ride, LLC*, Case No. 37-2024-00005107-CU-OE-CTL (San Diego
10 County Superior Court).

11 1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
12 worked for Defendant for at least one day during the PAGA Period.

13 1.34 “PAGA Period” means the period from November 27, 2022 through June 16, 2025.

14 1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

15 1.36 “PAGA Notice” means Plaintiff’s November 15, 2023 letters to the LWDA and
16 Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

17 1.37 “PAGA Penalties” means the total amount of \$15,000.00 in PAGA civil penalties to be
18 paid from the Gross Settlement Amount, allocated 25% (\$3,750.00) to the Aggrieved Employees
19 and 75% (\$11,250.00) to the LWDA in settlement of PAGA claims.

20 1.38 “Participating Class Member” means a Class Member who does not submit a valid and
21 timely Request for Exclusion from the Settlement.

22 1.39 “Plaintiff” means Jason Sampson, the named plaintiff in the Actions.

23 1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
24 Settlement.

25 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2
26 below.

27 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph
28 5.3 below.

1 1.43 “Released Parties” means Defendant and its officers and directors, and all of Defendant’s
2 shareholders, members, agents, predecessors, successors, owners, and assigns.

3 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be
4 excluded from the Class Settlement signed by the Class Member.

5 1.45 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
6 Class Members and Aggrieved Employees and shall be the last date on which Class Members
7 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
8 his or her Objection to the Settlement. Class Members to whom Notice packets are resent after
9 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
10 calendar days beyond the Response Deadline has expired.

11 1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the
12 Judgment.

13 1.47 “Workweek” means any week during which a Class Member worked for Defendant for
14 at least one day, during the Class Period.

15 **2. RECITALS.**

16 2.1 On November 27, 2023, Plaintiff filed a Class Action Complaint alleging causes of
17 action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure
18 to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit
19 Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide
20 Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8)
21 Failure to Produce Requested Employment Records; and (9) Unfair Business Practices.

22 2.2 On November 15, 2023, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice
23 to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under
24 PAGA (LWDA-CM-994423-23). On February 2, 2024, after the 65-day statutory period passed,
25 Plaintiff filed the Operative PAGA Complaint, alleging claims for penalties pursuant to Labor
26 Code § 2699, *et seq.*

27 / / /

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1 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
2 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
3 the Actions.

4 2.4 On March 18, 2025, the Parties participated in an all-day mediation presided over by
5 mediator Louis Marlin. The Parties accepted a mediator's proposal that day and agreed on general
6 settlement terms. The Parties memorialized their agreement in a Memorandum of Understanding
7 on September 26, 2025.

8 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
9 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a
10 representative sampling of time and payroll data for Class Members and the necessary policy
11 documents through informal discovery to properly evaluate the strengths and weakness of the
12 claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient
13 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48
14 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-
15 130 (2008) ("*Dunk/Kullar*").

16 2.6 The Court has not granted class certification because the Parties engaged in mediation
17 before any class certification.

18 2.7 The Parties, Class Counsel and Defense Counsel are aware of another pending action,
19 entitled *Rocio Aviles vs. Letter Ride, LLC, et al.*, Riverside County Superior Court, Case No.
20 CVRI2505633, filed on October 23, 2025, asserting claims that will be extinguished and/or
21 affected by the Settlement. The Parties, Class Counsel and Defense Counsel represent that they
22 are not aware of any other pending matters or actions asserting claims that will be extinguished
23 or affected by the Settlement.

24 3. **MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
26 Defendant will pay three hundred seventy thousand dollars and zero cents (\$370,000.00) to fully
27 settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all
28 claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does

1 not include employer payroll taxes owed on the wage portions of the Individual Class Payments,
2 which Defendant will pay separately.

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:

6 3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff
7 of not more than five thousand dollars and zero cents (\$5,000.00) in addition to any Individual
8 Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive
9 as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class
10 Representative Service Payment that does not exceed this amount. As part of the motion for the
11 Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any
12 Class Representative Service Payment no later than sixteen (16) court days prior to the Final
13 Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
14 Representative Service Payment less than the amount requested, the Administrator will retain the
15 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
16 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
17 assumes full responsibility and liability for employee taxes owed on the Class Representative
18 Service Payment.

19 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
20 Gross Settlement Amount, which is currently estimated to be one hundred twenty-three thousand
21 three hundred dollars and thirty-three cents (\$123,333.33) and a Class Counsel Litigation
22 Expenses Payment for actual costs, not to exceed thirty seven thousand dollars and zero cents
23 (\$37,000.00). Defendant will not oppose requests for these payments. Plaintiff and/or Class
24 Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than
25 sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court.
26 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
28 Settlement Amount for distribution to Participating Class Members. Released Parties shall have

1 no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to any portion
2 of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
3 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
4 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
5 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
6 Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or
7 controversy regarding any division or sharing of any of these Payments.

8 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed thirteen
9 thousand nine hundred ninety dollars and zero cents (\$13,990.00) except for a showing of good
10 cause and as approved by the Court. To the extent the Administration Costs are less or the Court
11 approves payment of less than \$13,990.00, the Administrator will retain the remainder in the Net
12 Settlement Amount to be distributed to Participating Class Members.

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

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

26 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
27 Class Payments. Non-Participating Class Members will not receive any Individual Class
28

1 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
2 Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of fifteen
4 thousand dollars and zero cents (\$15,000.00) to be paid from the Gross Settlement Amount, with
5 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the
6 Individual PAGA Payments.

7 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
8 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$3,750.00 by
9 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
10 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
11 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
12 their Individual PAGA Payment.

13 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
14 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
15 Participating Class Members. The Administrator will report the Individual PAGA Payments on
16 IRS 1099 Forms, and there shall be no tax withholding from these payments.

17 **4. SETTLEMENT FUNDING AND PAYMENTS.**

18 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
19 records, Defendant estimates the Class Members worked a total of approximately 52,700
20 workweeks during the Class Period.

21 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
22 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
23 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
24 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
25 and for no other purpose, and restrict access to the Class Data to Administrator employees who
26 need access to the Class Data to effect and perform under this Agreement. Defendant has a
27 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
28 class member identifying information and to provide corrected or updated Class Data as soon as

1 reasonably feasible. Without any extension of the deadline by which Defendant must send the
2 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
3 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
4 Data.

5 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
6 Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting
7 the funds to the Administrator as follows: (a) Defendant shall pay 1/6 of the Gross Settlement
8 Amount, which is currently \$61,666.67, within 15 calendar days of the execution of the
9 Agreement; and (b) thereafter, the remaining \$308,333.33 will be paid in identical equal
10 installments every 90 calendar days thereafter until paid in full, subject to Paragraph 8 below.

11 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
12 funds the Gross Settlement Amount, subject to the Effective Date, the Administrator will mail
13 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
14 Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel
15 Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of
16 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
17 Representative Service Payment shall not precede disbursement of Individual Class Payments
18 and Individual PAGA Payments.

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

1 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
2 must update the recipients' mailing addresses using the National Change of Address Database.

3 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
4 Members whose checks are returned undelivered without USPS forwarding address. Within seven
5 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
6 forwarding address provided or to an address ascertained through the Class Member Address
7 Search. The Administrator need not take further steps to deliver checks to Class Members whose
8 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
9 replacement check to any Class Member whose original check was lost or misplaced, requested
10 by the Class Member prior to the Void Date.

11 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
12 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
13 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
14 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
15 California Code of Civil Procedure Section 384, subd. (b).

16 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
17 not obligate Defendant to confer any additional benefits or make any additional payments to Class
18 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

19 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
20 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
21 Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all
22 Released Parties as follows:

23 5.1 **Plaintiff's Release.** Plaintiff discharges Released Parties from all claims,
24 transactions, or occurrences, that occurred during the Class Period, including all claims that were,
25 or reasonably could have been, alleged, based on the facts contained in the Operative Complaint;
26 the California Labor Code, and all equivalent claims under federal law ("Plaintiff's Release").
27 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
28 claims for vested benefits, unemployment benefits, wrongful termination, disability benefits,

1 social security benefits, workers' compensation benefits that arose at any time, or based on
2 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
3 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
4 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
5 notwithstanding such different or additional facts or Plaintiff's discovery of them.

6 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
7 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
8 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

13 5.2 Released Class Claims: All Participating Class Members will release all claims, rights,
14 demands, liabilities, and causes of action, alleged or which could have reasonably been alleged
15 based on the facts alleged in the Operative Class Complaint, including but not limited to: (1)
16 failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194,
17 1194.2, and 1197); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 1194, and
18 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7 and 512); (4)
19 failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7); (5) failure to
20 timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to
21 provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to
22 indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to
23 produce requested employment records (pursuant to Cal. Labor Code §§ 226 and 1198.5); and (9)
24 unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration
25 of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the
26 claims that were asserted in the Actions or could have been asserted in the Actions based on the
27 facts and circumstances alleged in the Operative Class Complaint. The Released Class Claims are
28 those that accrued during the Class Period.

1 5.3 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA
2 civil penalties that are alleged or reasonably could have been alleged based on the facts alleged
3 in the Operative PAGA Complaint and in Plaintiff’s November 15, 2023 PAGA Notice. The
4 Released PAGA Claims are those that accrued during the PAGA Period. Plaintiff, as the proxy
5 and agent of the LWDA, will release all claims for PAGA penalties asserted in the operative
6 PAGA Complaint and the LWDA Notice letter.

7 6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiff will prepare and file a motion for
8 preliminary approval (“Motion for Preliminary Approval”).

9 6.1 Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining
10 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
11 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
12 and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2));
13 (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
14 (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness
15 and competency to serve and disclosing all facts relevant to any actual or potential conflicts of
16 interest with Class Members, and/or the Administrator; (v) a signed declaration from Class
17 Counsel firm attesting to its competency to represent the Class Members; its timely transmission
18 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section
19 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement
20 (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential
21 conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff
22 and Class Counsel shall aver that they are not aware of any other pending matter or action
23 asserting claims that will be extinguished or adversely affected by the Settlement other than the
24 matter identified in section 2.7 above (unless a new matter is identified after this Agreement).

25 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
26 for expeditiously finalizing the Motion for Preliminary Approval. Unless otherwise agreed, Class
27 Counsel shall provide Defense Counsel with at least seven calendar days to review the Motion
28 for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the Motion for

1 Preliminary Approval, file the Motion for Preliminary Approval no later than sixteen (16) court
2 days before the hearing, unless otherwise ordered by the Court, and deliver the Court's
3 Preliminary Approval Order to the Administrator.

4 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
5 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
6 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
7 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
8 Preliminary Approval or conditions Preliminary Approval on any material change to this
9 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
10 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
11 otherwise satisfy the Court's concerns.

12 7. **SETTLEMENT ADMINISTRATION.**

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

19 7.2 Employer Identification Number. The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings and
21 providing reports to state and federal tax authorities.

22 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
23 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
24 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
25 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
26 to Participating Class Members.

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1 7.4 Notice to Class Members.

2 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
3 shall notify Class Counsel that the list has been received and state the number of Class Members,
4 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

5 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
6 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
7 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
8 Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit
9 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
10 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
11 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
12 mailing Class Notices, the Administrator shall update Class Member addresses using the National
13 Change of Address database.

14 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
15 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
16 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
17 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
18 Notice to the most current address obtained. The Administrator has no obligation to make further
19 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
20 USPS a second time.

21 7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks
22 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
23 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
24 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
25 deadline with the re-mailed Class Notice.

26 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
27 discovers any persons who believe they should have been included in the Class Data and should
28 have received Class Notice, the Parties will expeditiously meet and confer in person or by

1 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
2 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
3 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
4 requiring them to exercise options under this Agreement not later than fourteen (14) days after
5 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

6 7.5 Requests for Exclusion (Opt-Outs).

7 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
8 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
9 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
10 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
11 is a letter from a Class Member or his/her representative that reasonably communicates the Class
12 Member's election to be excluded from the Settlement and includes the Class Member's name,
13 address and email address or telephone number. To be valid, a Request for Exclusion must be
14 timely faxed, emailed, or postmarked by the Response Deadline.

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

24 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
25 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
26 bound by all terms and conditions of the Settlement, including the Participating Class Members'
27 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
28 Class Member actually receives the Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
8 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
10 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
11 may challenge the allocation by communicating with the Administrator via fax, email or mail.
12 The Administrator must encourage the challenging Class Member to submit supporting
13 documentation. In the absence of any contrary documentation, the Administrator is entitled to
14 presume that the Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator's determination of each Class Member's
16 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
17 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
18 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
19 Administrator's determination of the challenges.

20 7.7 Objections to Settlement.

21 7.7.1 Only Participating Class Members may object to the class action components of the
22 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
23 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
24 Payment and/or Class Representative Service Payment.

25 7.7.2 Participating Class Members may send written objections to the Administrator, by
26 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
27 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
28 Participating Class Member who elects to send a written objection to the Administrator must do

1 so not later than forty-five (45) days after the Administrator’s mailing of the Class Notice (plus
2 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

3 7.7.3 Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
8 maintain and use an internet website to post information of interest to Class Members including
9 the date, time and location for the Final Approval Hearing and copies of the Settlement
10 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
11 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
12 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
13 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
14 telephone number to receive Class Member calls, faxes and emails.

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

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

1 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
2 objections received.

3 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
4 address and make final decisions consistent with the terms of this Agreement on all Class Member
5 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision
6 shall be final and not appealable or otherwise susceptible to challenge.

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

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

25 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
26 Defendant estimates the Class Members worked a total of approximately 52,700 Workweeks
27 during the Class Period, If, on final calculation, the total number of Workweeks is greater than
28 10% higher than 52,700 Workweeks (i.e. greater than 57,970 Workweeks), then (a) the Gross

1 Settlement Amount will be proportionally increased by the Workweeks worked in excess of
2 57,970 by multiplying the excess Workweeks by the per Workweek value; or (b) Defendant may
3 elect to shorten the Class Period to stay within the 10% cushion. Defendant shall provide the
4 Settlement Administrator with the Class Data to verify the total Workweeks not later than ten
5 (10) days after the Court grants Preliminary Approval of the Settlement. If the Escalator Clause
6 is triggered Defendant shall select an option not later than ten (10) days after the Court grants
7 Preliminary Approval of the Settlement. If this provision is triggered so as to increase the Gross
8 Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated
9 to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains
10 one-third (1/3) of the Gross Settlement Amount after the upward adjustment required by this
11 provision is implemented.

12 9. **DEFENDANT'S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this
13 Settlement Agreement, there are 1018 Class Members during the Class Period and 483 Aggrieved
14 Employees during the PAGA Period. If the number of valid Requests for Exclusion by Settlement
15 Class Members identified in the Exclusion List is greater than 5%, Defendant may, but is not
16 obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant
17 withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that
18 neither Party will have any further obligation to perform under this Agreement; provided,
19 however, Defendant will remain responsible for paying all Settlement Administration Costs
20 incurred to that point, and shall receive a refund of all other funds paid to the Settlement
21 Administrator. Defendant must notify Class Counsel and the Court of its election to withdraw not
22 later than seven (7) days after the Administrator sends the final Exclusion List to Defense
23 Counsel; late elections will have no effect.

24 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
25 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
26 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
27 PAGA settlement under Labor Code section 2699, subd. (1); a Proposed Final Approval Order;
28 and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts

1 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
2 Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and
3 in good faith, to resolve any disagreements concerning the Motion for Final Approval.

4 10.1 Response to Objections. Each Party retains the right to respond to any objection raised
5 by a Participating Class Member, including the right to file responsive documents in Court no
6 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
7 accepted by the Court.

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

16 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
17 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
18 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
19 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
21 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
22 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
23 counsel, and all Participating Class Members who did not object to the Settlement as provided in
24 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
25 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
26 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
27 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
28 obligations to perform under this Agreement will be suspended until such time as the appeal is

1 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
2 of the Net Settlement Amount.

3 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted
6 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
7 expeditiously work together in good faith to address the appellate court's concerns and to obtain
8 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
9 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
10 Court's award of the Class Representative Service Payment or any payments to Class Counsel
11 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
12 as long as the Gross Settlement Amount remains unchanged.

13 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
14 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
15 judgment.

16 12. **ADDITIONAL PROVISIONS.**

17 12.1 No Admission of Liability, Class Certification or Representative Manageability for
18 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
19 claims. Nothing in this Agreement is intended or should be construed as an admission by
20 Defendant that any of the allegations in the Actions have merit or that Defendant has any liability
21 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
22 Defendant's defenses in the Actions have merit. The Parties agree that class certification and
23 representative treatment is for purposes of this Settlement only. If, for any reason, the Court does
24 grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to
25 contest certification of any class for any reason, Defendant reserves all available defenses to the
26 claims in the Actions, and Plaintiff reserves the right to move for class certification on any
27 grounds available and to contest Defendant's defenses. The Settlement, this Agreement and
28 Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in

1 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and
2 this Agreement).

3 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and
4 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
6 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
7 or indirectly, specifically or generally, to any person, corporation, association, government
8 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
9 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
10 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
11 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
12 agency. Each Party agrees to immediately notify the other Party of any judicial or agency order,
13 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense
14 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, with any third party
16 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
17 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
18 communications with Class Members in accordance with Class Counsel's ethical obligations
19 owed to Class Members.

20 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
21 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
23 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
24 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

25 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
26 together with its attached exhibits shall constitute the entire agreement between the Parties
27 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
28 inducements made to or by any Party.

1 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement, or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator and/or the Court for resolution.

13 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action, or right released and discharged by the Party in this Settlement.

17 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
18 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
10 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
11 weekend or federal legal holiday, such date or deadline shall be on the first business day
12 thereafter.

13 12.16 Notice. All notices, demands, or other communications between the Parties in
14 connection with this Agreement will be in writing and deemed to have been duly given as of the
15 third business day after mailing by United States mail, or the day sent by email or messenger,
16 addressed as follows:

17
18 To Plaintiff:

19 John G. Yslas
20 john.yslas@wilshirelawfirm.com
21 Diego Aviles (SBN 315533)
22 diego.aviles@wilshirelawfirm.com
23 Harry Erganyan (SBN 333091)
24 harry.erganyan@wilshirelawfirm.com
25 Mariam Nazaretyan (SBN 334154)
26 mariam.nazaretyan@wilshirelawfirm.com
27 Lisa B. Iturriaga
28 lisa.iturriaga@wilshirelawfirm.com
29 **WILSHIRE LAW FIRM**
30 660 S. Figueroa St., Sky Lobby
31 Los Angeles, California 90017
32 Telephone: (213) 381-9988
33 Facsimile: (213) 381-9989

34 To Defendant:

35 J. Rod Betts
36 rod.betts@quarles.com

Nora J. Steinhagen
nora.steinhagen@quarles.com
QUARLES & BRADY LLP
101 West Broadway, Suite 1500
San Diego, California 92101-8285

12.17 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.

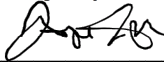
12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case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

12.19 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 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 Diego County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6. In the event of a breach of this Agreement and an enforcement action or proceeding is brought, the prevailing party may move for their reasonable attorneys’ fees and costs.

IT IS SO AGREED.

By the Parties:

DATED: 12/9/2025

Signed by:

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Plaintiff Jason Sampson

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DATED: _____

Defendant Letter Ride, LLC

By: _____

Position: _____

Approved by counsel:

DATED: 12/9/2025

WILSHIRE LAW FIRM

BY:  _____

John G. Yslas
Diego Aviles
Counsel for Plaintiff Jason Sampson

DATED:

QUARLES & BRADY LLP

BY: _____

J. Rod Betts
Nora J. Steinhagen
Counsel for Defendant Letter Ride, LLC

1 DATED: 12/09/2025



2 Defendant Letter Ride, LLC

3 By: Roman Lara

4 Position: Owner

5 Approved by counsel:


6 DATED:

WILSHIRE LAW FIRM

7
8 BY: _____
9 John G. Yslas
10 Diego Aviles
11 Counsel for Plaintiff Jason Sampson

12
13 DATED: December 11, 2025

QUARLES & BRADY LLP

14
15 BY: 
16 _____
17 J. Rod Betts
18 Nora J. Steinhagen
19 Counsel for Defendant Letter Ride, LLC