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BUILD-A-BEAR WORKSHOP, INC.

15  
16 **UNITED STATES DISTRICT COURT**  
17 **EASTERN DISTRICT OF CALIFORNIA**  
18

19 ALISIA ELLISRAINEY, individually, and  
on behalf of all others similarly situated,

20  
21 Plaintiff,

22 v.

23 BUILD-A-BEAR WORKSHOP, INC., a  
Delaware corporation; and DOES 1  
24 through 10, inclusive,

25 Defendants.  
26  
27

Case No. 2:24-cv-02419-DJC-JDP

**CLASS ACTION SETTLEMENT RELEASE**

Complaint Filed: July 30, 2024  
28 Trial Date: TBD

This Class and Representative Action Agreement and Release (“Agreement”) resolves the action, *Alisia Ellis-Rainey v. Build-A-Bear Workshop, Inc.*, currently pending in

1 the United States District Court, Eastern District, Case No. 2:24-cv-02149-DJC-JDP, and  
2 the related action filed in the Superior Court of the State of California, County of Solano.

3 This Agreement is entered into between Plaintiff Alisia Ellis-Rainey (“Plaintiff”),  
4 individually and on behalf of all others similarly situated, and Defendant Build-A-Bear  
5 Workshop, Inc., its past, present, and future direct and/or indirect, owners, officers,  
6 directors, members, managers, employees, attorneys, agents, affiliates, representatives,  
7 insurers, investors, shareholders, parent companies, subsidiaries, divisions, predecessors,  
8 successors, assigns, and joint venturers. (“Defendant”). The Plaintiff and Defendant are  
9 collectively referred to herein as “Parties.”

10 This Agreement is intended by the Parties to fully, finally, and forever resolve,  
11 discharge and settle the “Released Claims” (as defined below) on a class basis pertaining  
12 to the “Released Parties” (as defined below) upon and subject to the terms and conditions  
13 contained herein. This Agreement, which is contingent upon final Court approval,  
14 contains the essential terms of the Parties’ agreement. Plaintiff and Class Counsel  
15 believe, and the Parties have agreed, the settlement set forth in this Agreement confers  
16 substantial benefits upon the Class Members..

17 **1. DEFINITIONS**

18 1.1. **“Action”** means Plaintiff Alisia Ellis-Rainey’s lawsuit alleging wage and hour  
19 violations, initiated on July 30, 2024, and pending in the Superior Court of the State of  
20 California, County of Solano, Case No. CU24-05775 and the action alleging wage and hour  
21 violations against Defendant, currently pending in the United States District Court for the  
22 Eastern District of California, Case No. 22:24-cv-02149-DJC-JDP.

23 1.2. **“Class Counsel”** means John G. Yslas and William M. Pao of the Wilshire  
24 Law Firm.

25 1.3 **“Class Counsel Award”** means the attorneys’ fees for Class Counsel’s  
26 litigation and resolution of the Action, and Class Counsel’s actual expenses and costs  
27 incurred and to be incurred in connection with the Action.

28

1           1.4    **“Class Information”** or **“Class Data”** means information on the Class  
2 Members compiled from Defendant’s records and provided to the Settlement  
3 Administrator in a Microsoft Excel spreadsheet, including each Class Member’s full name;  
4 last known address; social security number; dates of employment; data available in  
5 Defendant’s electronic records regarding pay periods and workweeks, to the extent  
6 available based upon existing electronic records, to allow the Settlement Administrator to  
7 determine the Workweeks for each Class Member.

8           1.5    **“Settlement Class Members”** means “All persons employed with any  
9 Defendant in California as an hourly-paid or non-exempt employee during the Covered  
10 Period.”

11          1.6    **“Class Settlement”** means the settlement and resolution of the Released  
12 Claims.

13          1.7    **“Class Representative Enhancement Awards”** means the amount the  
14 Court authorizes to be paid to the Class Representative, in addition to their Individual  
15 Settlement Payment, in recognition of her efforts and the risks attendant to assisting with  
16 the prosecution of the Action.

17          1.8    **“Court”** means the Superior Court of the State of California for the County  
18 of Solano.

19          1.9    **“Covered Period”** means the period from July 30, 2020 to the earlier of the  
20 following dates: (a) September 1, 2025, or (b) the date the Court enters judgment granting  
21 preliminary approval of the settlement.

22          1.10 **“Defendant”** means and includes Build-A-Bear Workshop, Inc., its past,  
23 present, and future direct and/or indirect, owners, officers, directors, members, managers,  
24 employees, attorneys, agents, affiliates, representatives, insurers, investors, shareholders,  
25 parent companies, subsidiaries, divisions, predecessors, successors, assigns, and joint  
26 venturers.

27          1.11 **“Effective Date”** means the date when both of the following have occurred:  
28 (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;

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

8           1.12 **“Final Approval Hearing”** means the final hearing at which the Court  
9 reviews the fairness, reasonableness, and adequacy of the Settlement, and decides  
10 whether the Settlement meets all requirements for final approval.

11           1.13 **“Final Judgment”** means a judgment issued by the Court approving this  
12 Agreement as binding upon the Parties following the Final Approval Hearing.

13           1.14 **“Gross Settlement Amount”** or **“GSA”** means the total maximum amount  
14 payable under the terms of this Agreement by Defendant, which is the gross sum of  
15 \$950,000.00 (Nine-Hundred and Fifty-Thousand Dollars and Zero Cents), subject to the  
16 “Modification Provision.” The GSA includes all of the following: (a) the Individual  
17 Settlement Payments to Participating Class Members; (b) payment of the Settlement  
18 Administration Costs as approved by the Court; (c) the Class Representative  
19 Enhancement Awards to Plaintiff, as approved by the Court; and (d) the Class Counsel  
20 Award.

21           Payment of the amount necessary to cover the employer’s portion of payroll taxes  
22 associated with the portion of the settlement allocated to wages shall be made by  
23 Defendant, separate and apart from the Gross Settlement Amount.

24           The Settlement Administrator will make all required tax deductions and payments  
25 using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will  
26 issue all of the above-referenced payments from the Qualified Settlement Fund in  
27 accordance with the applicable provisions of this Agreement.

28

1           1.15 **“Individual Settlement Payment”** means the amount paid from the Net  
2 Settlement Amount to a Participating Class Member. Any Class Member who timely  
3 submits a valid Request for Exclusion, pursuant to the procedures set forth herein, is not a  
4 Participating Class Member and is not eligible to receive an Individual Settlement  
5 Payment.

6           1.16 **“Modification Provision”** means that, at the mediation, Defendant  
7 estimated that from July 30, 2020 to May 3, 2025 (the “Data Period”), there were 90,514  
8 Workweeks, as defined herein. If, prior to the Final Approval Order, the Parties agree or  
9 the Court finds the actual number of weeks in which Settlement Class Members actually  
10 performed work in California during the Data Period is more than ten percent (10%)  
11 greater than 90,514 (*i.e.*, 99,565 or greater workweeks), then the Gross Settlement  
12 Amount will be increased proportionally by the Workweeks in excess of 99,565 multiplied  
13 by the Workweek value. For example, if the Settlement Administrator determined the  
14 number of Workweeks worked by Settlement Class Members during the Data Period is  
15 actually 12% greater than 90,514, then the Gross Settlement Amount shall increase by  
16 2%.

17           1.17 **“Net Settlement Amount”** or **“NSA”** means the Gross Settlement Amount  
18 less the Court-approved Class Counsel Award, the Class Representative Enhancement  
19 Award, and the Settlement Administration Costs. The Net Settlement Amount is the total  
20 amount that will be paid to Participating Class Members in the form of Individual  
21 Settlement Payments.

22           The NSA shall be allocated as follows: (a) 20% as wages and (b) 80% as penalties  
23 and interest. The Settlement Administrator will be responsible for issuing a form W-2 to  
24 each Class Member for the amount each receives for unpaid “wages” and any IRS Form  
25 1099s for the portion designated as “penalties and interest” required by law.

26           Should the Court reduce or not approve the Class Counsel Award or Class  
27 Counsel’s fees and costs, Class Counsel shall not have the right to revoke this  
28 Agreement, which shall remain binding.

1           1.18 **“Notice of Class Action Settlement”** or **“Notice”** means the notice  
2 approved by the Parties and subject to Court approval, explaining the terms of this  
3 Agreement and the settlement process, which the Settlement Administrator will mail to  
4 each Settlement Class Member.

5           1.19 **“Participating Class Members”** means those Settlement Class Members  
6 who do not file a valid and timely Request for Exclusion.

7           1.20 **“Parties”** means Plaintiff and Defendant, collectively.

8           1.21 **“Plaintiff’s Released Claims”** means all known and unknown claims  
9 against the Released Parties, including the “Released Claims,” as well as any and all  
10 claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of  
11 action, grievances, wages, vacation payments, severance payments, obligations,  
12 commissions, overtime payments, debts, profit sharing claims, expenses, damages,  
13 judgments, orders, and liabilities of whatever kind or nature in state or federal law, equity  
14 or otherwise, whether known or unknown, which Plaintiff now owns or holds or has at any  
15 time owned or held against the Released Parties, including specifically, but not  
16 exclusively, and without limiting the generality of the foregoing, any and all claims known  
17 or unknown, suspected or unsuspected: (1) arising out of Plaintiff’s employment with  
18 Defendant or termination of that employment; or (2) arising out of or in any way connected  
19 with any claim, loss, damage, or injury whatsoever, known or unknown, suspected or  
20 unsuspected, resulting from any act or omission by or on the part of Defendant or the  
21 Released Parties, committed or omitted by Defendant or the Released Parties on or  
22 before the date this Agreement is executed by Plaintiff. Furthermore, without limiting the  
23 generality of the foregoing, Plaintiff also specifically agrees and acknowledges she is  
24 waiving any right to recovery based on state or federal age, sex, race, color, national  
25 origin, marital status, religion, veteran status, disability, sexual orientation, medical  
26 condition, genetic condition, or other antidiscrimination laws, rules, regulations, or  
27 ordinances, including, but not limited to, Title VII of the Civil Rights Act of 1964, Sections  
28 1981 and 1983 of the Civil Rights Act of 1866, the Fair Credit Reporting Act, the

1 Americans with Disabilities Act, the WARN Act, the Equal Pay Act, the Employee  
2 Retirement Income Security Act, California Business and Professions Code section  
3 17200, et seq., the Age Discrimination in Employment Act of 1967, as amended (“ADEA”),  
4 and the Older Workers Benefit Protection Act, as amended (“OWBPA”) (except a claim  
5 relating to whether this release or waiver is valid under the ADEA and except for any  
6 claims under the ADEA that may arise after the date this Agreement is executed by  
7 Plaintiffs), the California Labor Code and any similar state or local laws, such as the  
8 California Fair Employment and Housing Act, California Family Medical Leave Act, the  
9 California Family Rights Act, and all of their implementing regulations and interpretive  
10 guidelines, as well as in common law, including laws related to discrimination,  
11 harassment, or retaliation, whether known or unknown, and whether anticipated or  
12 unanticipated, arising from or relating to the Plaintiff’s relationships, or the termination of  
13 the relationships, with any Released Party through the date this Agreement is executed by  
14 Plaintiff for any type of relief. For the avoidance of doubt, this is a complete and general  
15 release of all claims to the maximum extent permitted by law.

16 The scope of this release does not include claims for unemployment insurance,  
17 disability, social security, and workers’ compensation (except for claims pursuant to Labor  
18 Code Sections 132a and 4553).

19 As of the Effective Date and full funding of the Gross Settlement Amount, Plaintiff  
20 also releases the Released Parties from all of the Plaintiff’s Released Claims, as well as  
21 the Released Claims. Plaintiff’s release set forth herein includes a waiver of all rights  
22 under California Civil Code §1542, which provides:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
24 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**  
25 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
26 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
**MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
**DEBTOR OR RELEASED PARTY.**

27 Plaintiff may hereafter discover claims or facts in addition to, or different from,  
28 those which she knows or believes to exist, but Plaintiff expressly agrees to fully, finally,

1 and forever settle and release any and all claims against the Released Parties, known or  
2 unknown, suspected or unsuspected, which exist or may exist against the Released  
3 Parties at the time prior to the execution of this Agreement, including, but not limited to,  
4 any and all claims relating to or arising from Plaintiff's employment with Defendant.

5 1.22 **"Preliminary Approval Date"** means the date on which the Court issues an  
6 order granting preliminary approval of the proposed Settlement.

7 1.23 **"Qualified Settlement Fund"** or **"QSF"** means the account established by  
8 the Settlement Administrator, which the Parties agree shall at all times be treated as a  
9 "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, *et seq.*

10 1.24 **"Released Claims"** shall mean all causes of action and factual or legal  
11 theories alleged in the First Amended Complaint, as follows:

12 All Participating Class Members, on behalf of themselves and their respective former  
13 and present representatives, agents, attorneys, heirs, administrators, successors, and  
14 assigns, release Released Parties from all causes of action and factual or legal theories  
15 alleged in the First Amended Complaint or which reasonably could have been alleged  
16 based on the facts and legal theories contained in the First Amended Complaint of the  
17 Action, including all of the following claims for relief: (a) All claims for unpaid wages,  
18 including claims for minimum, straight time, overtime, and double-time wages, the alleged  
19 failure to pay for all time worked, the alleged failure to pay reporting time pay, and the  
20 alleged failure to pay for all time worked at correct rates (including overtime, sick time, and  
21 premium wages at the correct regular rate of pay); (b) All claims for unpaid regular rates,  
22 including regular rates for overtime and double-time wages, meal and rest period premium  
23 wages, and paid sick leave; (c) all claims for meal period violations, including claims for (1)  
24 first and second meal periods, (2) short, late, interrupted, and otherwise improperly  
25 controlled meal periods, (3) the failure to pay premium wages, (4) the failure to pay premium  
26 wages at the correct regular rates, and (5) the failure to properly record meal periods; (d)  
27 All claims for rest break violations, including claims for (1) first, second, third and fourth rest  
28 breaks, (2) short, late, missed, interrupted, or otherwise improperly controlled rest periods,

1 (3) the failure to pay premium wages, and (4) the failure to pay premium wages at the  
2 correct regular rates; (e) All claims for failing to maintain accurate time and payroll records,  
3 including any alleged violations of Labor Code § 1194, et seq.; (f) All claims for untimely  
4 payment of final wages and associated waiting time penalties under sections 201 to 203 of  
5 the Labor Code; (g) All claims for unreimbursed expenses, including but not limited to,  
6 expenses incurred for personal cell phones, mileage, uniforms, and personal protective  
7 equipment; (h) All claims for improper or inaccurate wage statements, including any alleged  
8 violations of Labor Code section 226(a)(1)-(9) based upon allegations in the Action; (i) All  
9 claims for failure to provide requested employment records; (j) All claims under Business &  
10 Professions Code section 17200, et seq. premised on the facts, claims, and causes of  
11 action alleged in the Action; (k) Any other claims or penalties under the wage and hour laws  
12 pleaded in the Action or which reasonably could have been alleged based on the facts and  
13 legal theories pleaded in the Action; and (l) All statutory penalties, liquidated damages,  
14 punitive damages, interest, attorneys' fees and costs, expenses, restitution, and equitable  
15 and declaratory relief based upon the allegations in the Action; and other amounts  
16 recoverable under said causes of action under California and federal law, to the extent  
17 permissible, including but not limited to the California Labor Code as to the facts alleged in  
18 the Action, the applicable Wage Orders as to the facts alleged in the proposed complaint,  
19 and the California Unfair Competition Law (Collectively, the "Released Claims"). The period  
20 of the Release shall extend to the limits of the Covered Period. The *res judicata* effect of  
21 the Judgment will be the same as that of the Release.

22 Participating Class Members shall be bound by the Released Class Claims, whether  
23 known or unknown, and irrespective of the factual or legal basis of such claims. Plaintiff and  
24 Participating Class Members may hereafter discover facts or legal arguments in addition to  
25 or different from those they now know or currently believe to be true with respect to the  
26 Released Class Claims. Regardless, the discovery of new facts or legal arguments shall in  
27 no way limit the scope or definition of the Released Class Claims, and by virtue of this  
28 Agreement, Plaintiff and the Participating Class Members shall be deemed to have, and by

1 operation of the final judgment approved by the Court, shall have, fully, finally, and forever  
2 settled and released all of the Released Class Claims. The Parties understand and  
3 specifically agree that the scope of the Released Class Claims: are a material part of the  
4 consideration of this Settlement; were critical in justifying the agreed upon economic value  
5 of this Settlement and without it, Defendant would not have agreed to the consideration  
6 provided; and are narrowly drafted and necessary to ensure that Defendant is obtaining  
7 peace of mind regarding the resolution of claims that were or could have been alleged  
8 based on the facts, causes of action, and legal theories contained in the First Amended  
9 Complaint.

10 Except as otherwise provided for by this Agreement, Participating Class Members  
11 do not release any other claims, including claims for vested benefits, wrongful termination,  
12 violation of the Fair Employment and Housing Act, unemployment insurance, disability,  
13 social security, workers' compensation, or claims based on facts occurring outside the  
14 Class Period.

15 1.26 **"Released Parties"** means and includes Build-A-Bear Workshop, Inc., and  
16 its past, present and/or future, direct and/or indirect, officers, directors, members,  
17 managers, employees, agents, representatives, attorneys, insurers, partners, investors,  
18 shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,  
19 acquisitions, predecessors, successors, assigns, and joint venturers.

20 1.27 **"Request for Exclusion"** means a Settlement Class Member's written letter  
21 indicating a request to be excluded from the Class Settlement.

22 1.28 **"Response Deadline"** means the date thirty (30) calendar days after the  
23 Settlement Administrator mails the Notice of Class Action Settlement to Settlement Class  
24 Members, which is the last date on which Settlement Class Members may timely: (a)  
25 submit a Request for Exclusion; (b) submit objections to the Settlement; or (c) dispute the  
26 information contained in the Notice of Class Action Settlement. If the thirtieth (30th) day  
27 falls on a Sunday or State or Federal holiday, then the deadline is extended to the next  
28 business day.



1 wages, failure to pay overtime, failure to provide meal periods, failure to provide rest  
2 periods, failure to pay final wages at termination, failure to provide accurate itemized  
3 wage statements, failure to indemnify employees for expenditures, failure to produce  
4 employment records, and unfair business practices. Following the filing of the First  
5 Amended Complaint, the parties agreed to stay the action and participate in mediation.

6 2.2 The Court has not granted class certification.

7 2.3 On July 1, 2025, the Parties participated in a mediation session with Dan  
8 Turner, Esq., a prominent mediator experienced in resolving wage-and-hour class and  
9 representative actions. As a result of the mediator's efforts, the Parties reached an  
10 agreement to settle all claims and causes of action alleged in the Action by Plaintiff under  
11 the California Labor Code, the California Business and Professions Code, and the  
12 applicable California Wage Order.

13 2.4 Before the mediation, Defendant produced extensive documentation  
14 including time and pay data, policy documents, class size information, Pay Period and  
15 Workweek information, and information regarding the hourly rates of the Settlement Class  
16 Members. Defendant provided data, information, and documents sufficient to enable  
17 Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and  
18 perform an analysis of the potential damages arising from the claims made in this case.

19 2.5 The Parties, Class Counsel, and Defense Counsel represent that they are not  
20 aware of any other pending matter or action asserting claims that will be extinguished or  
21 affected by the Settlement.

22 2.6 The Parties stipulate to remand the First Amended Complaint to the Superior  
23 Court of Sacramento, County of Solano.

### 24 3. RELEASES OF CLAIMS

#### 25 3.1 No Admission

26 Defendant denies any liability or wrongdoing of any kind associated with the claims  
27 asserted in the Action. Defendant also disputes the damages and penalties claimed by  
28 Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff's claims

1 are not appropriate for class treatment. This Settlement is a compromise of disputed  
2 claims. Nothing contained in this Settlement, no documents referred to herein, and no  
3 action taken to carry out this Settlement, shall be construed or used as an admission by or  
4 against Defendant as to the merits of the claims asserted in the Action or in any other  
5 proceeding.

6 Defendant contends that, at all times, it has complied with all applicable state,  
7 federal, and local laws related to the Settlement Class Members' employment. Defendant  
8 has entered into this Settlement to avoid the cost, risk, and inconvenience of further  
9 litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall  
10 be construed or deemed as an admission of liability, or wrongdoing on the part of the  
11 Defendant, collectively or individually.

12 Pursuant to California Evidence Code sections 1152 and 1154, this Settlement  
13 shall be inadmissible as evidence in any proceeding; except the Settlement may be filed  
14 and used in this litigation or any related litigation as necessary to approve, interpret, or  
15 enforce this Settlement, or in any subsequent action against or by Defendant to support a  
16 stay of such subsequent action, or to establish a defense of *res judicata*, collateral  
17 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of  
18 claim preclusion or issue preclusion or similar defense or counterclaim.

19 **3.2 Benefits to Class and Aggrieved Employees.**

20 Class Counsel investigated the facts relevant to the Action, including reviewing  
21 documents and information provided by Defendant. Based on their own independent  
22 investigation and evaluation, Class Counsel believes the Settlement with Defendant is  
23 fair, reasonable, and adequate, and in the best interest of the Settlement Class, in light of  
24 all known facts and circumstances, including the risks of significant delay, defenses  
25 asserted by Defendant, uncertainties regarding a class trial, and numerous potential  
26 appellate issues. Accordingly, the Parties and their counsel desire to fully, finally, and  
27 forever settle, compromise, and discharge all disputes and claims arising from or relating  
28 to the Action on the terms set forth herein.

1 Defendant has concluded that any further defense of this litigation would be  
2 protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy,  
3 and resources have been and, unless this Settlement is completed, will continue to be  
4 devoted to, the defense of the claims asserted by Plaintiff in the Action. Defendant has  
5 also taken into account the risks of further litigation in reaching the decision to enter into  
6 this Settlement. Even though Defendant continues to contend that it is not liable for any  
7 of the claims set forth by Plaintiff in the Action, Defendant has agreed, nonetheless, to  
8 settle in the manner and upon the terms set forth in this Agreement to put to rest the  
9 claims in the Action.

### 10 **3.3 Settlement of Disputed Claims**

11 This Agreement is a compromise of disputed claims. Defendant has claimed and  
12 continues to claim that the Released Claims have no merit and do not give rise to liability.  
13 Plaintiff and Participating Class Members have claimed and continue to claim that the  
14 Released Claims have merit and give rise to liability on the part of Defendant. Nothing  
15 contained in this Agreement, no documents referred to herein, and no action taken to  
16 carry out this Agreement, may be construed or used as an admission by or against the  
17 Participating Class Members or Class Counsel as to the merits or lack thereof of the  
18 claims asserted in this Action.

### 19 **3.4 Release for All Participating Class Members**

20 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff  
21 and all Participating Class Members hereby do and shall be deemed to have fully, finally,  
22 and forever released, settled, compromised, relinquished, and discharged any and all of  
23 the Released Parties of and from any and all Released Claims. This release will take  
24 effect whether or not a Participating Class Member receives his or her Individual  
25 Settlement Payment or cashes and deposits any Individual Settlement Payment check.

### 26 **3.5 Release by Plaintiffs**

27 Upon the Effective Date and full funding of the Gross Settlement Amount, the Plaintiff  
28 fully and finally releases the Released Parties from the Plaintiff's Released Claims.

1           **4.       MOTION FOR PRELIMINARY APPROVAL**

2           **4.1       Preparation.**

3           Class Counsel shall be responsible for preparing the Motion for Preliminary  
4 Approval. Class Counsel agrees to provide Counsel for Defendant with drafts of all  
5 documents they intend to submit in support of their Motion for Preliminary Approval at  
6 least five (5) calendar days in advance of filing to allow Counsel for Defendant a  
7 reasonable time to review and comment on such papers. Class Counsel further agrees  
8 to reasonably incorporate the comments from Counsel for Defendant.

9           **4.2       Settlement Administrator**

10          Within ten (10) calendar days following the date the Court grants Preliminary  
11 Approval of this Agreement, Defendant shall provide the Settlement Administrator with the  
12 Class Information for purposes of mailing the Notice of Class Action Settlement to the  
13 Settlement Class Members. The Settlement Administrator shall maintain the Class  
14 Information as private and confidential and shall not disclose such data to any persons or  
15 entities, other than Counsel for Defendant, except relevant information can be provided to  
16 Class Counsel, on an individual basis only, and only when necessary for Class Counsel to  
17 respond to specific inquiries or requests from individual Class Members.

18          The Class Information is being supplied solely for purposes of the administration of  
19 the Settlement set forth in this Agreement and cannot be used by the Settlement  
20 Administrator or Class Counsel for any other purpose. The Parties agree that the Class  
21 Information will not be used to solicit Class Members to file any claim, charge, or  
22 complaint of any kind whatsoever against Defendant and will only be used to administer  
23 the Settlement under the terms provided herein.

24          Notwithstanding the above, within five (5) calendar days of receipt of the Class  
25 Information, the Settlement Administrator shall verify in writing to Class Counsel and  
26 Counsel for Defendant the total number of Workweeks within the Data Period for  
27 purposes of determining whether the Modification Provision is triggered.

28           **a.       Notice by First Class Mail**

1           Upon receipt of the Class Information, the Settlement Administrator will perform a  
2 search based on the National Change of Address Database to update and correct any  
3 known or identifiable address changes. Within five (5) calendar days of receipt of the  
4 Class Information, the Settlement Administrator will mail copies of the Notice of Class  
5 Action Settlement to all Settlement Class Members via regular First-Class U.S. Mail. The  
6 Settlement Administrator shall exercise its best judgment to determine the current mailing  
7 address for each Settlement Class Member, including performing a skip-trace to identify  
8 any updated addresses. The address identified by the Settlement Administrator as the  
9 current mailing address shall be presumed to be the best mailing address for each  
10 Settlement Class Member. The form of the proposed Notice of Class Action Settlement  
11 will be agreed to by the Parties, and subject to Court approval and modification as  
12 necessary to fulfill the Parties desire to resolve the case.

13                           **b.       Undeliverable Notices**

14           Any Notice of Class Action Settlement returned to the Settlement Administrator as  
15 undeliverable on or before the Response Deadline shall be re-mailed once to the  
16 forwarding address affixed thereto. If no forwarding address is affixed, the Settlement  
17 Administrator shall promptly attempt to determine a correct address by use of skip-tracing,  
18 or other search using the name, address, and/or Social Security Number of the Class  
19 Member whose notice was undeliverable, and shall then re-mail all returned, undelivered  
20 mail within five (5) calendar days of receiving notice that a Notice of Class Action  
21 Settlement was undeliverable. Class Members who receive a re-mailed Notice of Class  
22 Action Settlement shall have their Response Deadline extended five (5) calendar days  
23 from the date of re-mailing or original Response Deadline.

24                           **c.       Disputes regarding Individual Settlement Payments**

25           Class Members will have the opportunity, should they disagree with the number of  
26 Workweeks stated on their Notice of Class Action Settlement by submitting a Workweeks  
27 Dispute, postmarked on or before the Response Deadline. If there is a Workweeks  
28 Dispute, the Settlement Administrator will consult with the Parties to determine whether an

1 adjustment is warranted. The Settlement Administrator shall determine the eligibility of  
2 each Class Member's and eligibility for, and the amounts of, their Individual Settlement  
3 Payment under the terms of this Agreement. The Settlement Administrator's  
4 determination of the eligibility for and amount of any Individual Settlement Payment will be  
5 binding upon the Parties. In the absence of circumstances indicating fraud, manipulation,  
6 or destruction, Defendant's records will be given a rebuttable presumption of accuracy.

7 **d. Disputes regarding Administration of Settlement**

8 Any disputes not resolved by the Settlement Administrator concerning the  
9 administration of the Settlement will be resolved by the Court under the laws of the State  
10 of California. Prior to any such involvement of the Court, counsel for the Parties will  
11 confer in good faith to attempt to resolve the dispute without involving the Court.

12 **e. Exclusions**

13 The Notice of Class Action Settlement shall state that Class Members who wish to  
14 exclude themselves from the Settlement must submit a Request for Exclusion by the  
15 Response Deadline. The Request for Exclusion must: (1) contain the name, address, and  
16 telephone number of the Class Member requesting exclusion; (2) contain a statement  
17 expressing that the Class Member elects to be excluded from the Settlement; (3) be  
18 signed by the Class Member; and (4) be postmarked by the Response Deadline and  
19 returned to the Settlement Administrator at the specified address.

20 The date of the postmark on the return mailing envelope on the Request for  
21 Exclusion shall be the exclusive means used to determine whether a Request for  
22 Exclusion has been timely submitted. Class Members who fail to submit a valid and timely  
23 Request for Exclusion on or before the Response Deadline shall be bound by all terms of  
24 the Settlement and any Final Judgment entered in this Action.

25 Any Class Member who requests to be excluded from the Class Settlement will not  
26 be entitled to any recovery under the Class Settlement and will not be bound by the terms  
27 of the Class Settlement or have any right to object to or appeal the Class Settlement.

28

1 No later than seven (7) calendar days after the Response Deadline, (plus an  
2 additional five (5) days in the event of remailings), the Settlement Administrator will  
3 provide counsel for the Parties with a complete list of all members of the Class who have  
4 timely submitted a Request for Exclusion.

5 **g. Objections**

6 The Notice of Class Action Settlement shall state that Participating Class Members  
7 who wish to object to the Settlement may do so in person (or other method of personal  
8 appearance permitted by the court, e.g., remote appearance) at the Final Approval  
9 Hearing and/or in writing. Any written objection (“Notice of Objection”) must be mailed to  
10 the Settlement Administrator by the Response Deadline. The date of mailing on the  
11 envelope shall be deemed the exclusive means for determining that a Notice of Objection  
12 was timely received.

13 The Notice of Objection must be signed by the Settlement Class Member and  
14 state: (1) the full name and address of the objecting Settlement Class Member; (2) the  
15 factual and/or legal basis for the objection; and (3) whether the Settlement Class Member  
16 intends to appear at the Final Approval Hearing. Class Counsel will ensure that any  
17 Notice of Objection received by the Settlement Administrator by the Response Deadline is  
18 filed with the Court along with the Motion for Final Approval.

19 Any of the Parties may file a response to any objection before the Final Approval  
20 Hearing. Any attorney who represents an individual objecting to this Settlement who has  
21 not filed a written objection must file a notice of appearance with the Court and serve  
22 Class Counsel and counsel for Defendant with this notice no later than the Response  
23 Period Deadline. Any Settlement Class Member who fails to submit a timely written  
24 objection or to present an objection in person at the Final Approval Hearing shall be  
25 deemed to have waived any objections and shall be foreclosed from making any objection  
26 to the Settlement whether by appeal or otherwise.

27 **4.3. No Solicitation of Settlement Objections of Exclusions**

28

1 The Parties agree to use their best efforts to carry out the terms of this Settlement.  
2 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage  
3 Class Members to object to the Settlement or file Requests for Exclusion, or to appeal  
4 from the Court's Final Judgment.

5 **5. FINAL APPROVAL**

6 **5.1 Final Approval Hearing and Entry of Final Judgment**

7 Upon expiration of the Response Deadline, with the Court's permission, a Final  
8 Approval Hearing shall be conducted to determine final approval of the Settlement along  
9 with the amount properly payable for: (a) the Class Counsel Award; (b) the Class  
10 Representative Enhancement Award; (c) Individual Settlement Payments; and (d)  
11 Settlement Administrator Costs.

12 **5.2. Final Approval Order**

13 Plaintiff will request, and Defendant will concur in said request, that the Court  
14 enter, after the Final Approval Hearing, a Final Approval Order and a Final Judgment.  
15 Plaintiff will request that the Final Approval Order certify the Settlement Class; find that  
16 this Agreement is fair, just, adequate, and in the best interests of the Class; and require  
17 the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare  
18 the proposed Final Approval Order.

19 Plaintiff shall be responsible for preparing the Motion for Final Approval, and any  
20 Motion Requesting Attorney fees, Costs, and Class Representative Enhancement  
21 Award, supporting declarations, and exhibits thereto, for final approval by the Court.  
22 Plaintiff agrees to provide Counsel for Defendant with drafts of all documents they intend  
23 to submit in support of their Motion for Final Approval and application for attorney fees  
24 and costs at least five (5) calendar days in advance of filing to allow Counsel for  
25 Defendant a reasonable time to review and comment on such papers. Plaintiff further  
26 agrees to reasonably incorporate the comments from Counsel for Defendant. The  
27 Parties must meet and confer and make all reasonable efforts to agree on any  
28 modifications to this Agreement that will result in entry of the Final Approval Order.

1           **5.3. Nullification of Agreement**

2           In the event: (a) the Court denies preliminary approval of the Settlement; (b) the  
3 Court denies final approval of the Settlement; (c) the Court refuses to enter a Final  
4 Judgment as provided herein; or (d) the Settlement does not become final for any other  
5 reason, this Agreement shall be null and void and any order or judgement entered by the  
6 Court in furtherance of this Settlement shall be treated as void from the beginning. The  
7 Parties agree that, should the Court fail to approve the Settlement, for any reason, they will  
8 attend mediation again before the same mediator in an effort to reach a settlement that will  
9 be approved by the Court.

10           **6. MONETARY TERMS AND FUNDING**

11           **6.1. Funding of Qualified Settlement Fund**

12           No later than three (3) calendar days after being notified of the Court's final  
13 approval, the Settlement Administrator shall send Defendant's Counsel electronic wiring  
14 instructions for paying the Gross Settlement Amount into the QSF. The Settlement  
15 Administrator will also inform Defendant of the amount to be sent to the QSF to pay for  
16 the employer's share of payroll taxes. No later than thirty (30) calendar days after the  
17 Effective Date, Defendant shall fund the QSF.

18           **6.2. Net Settlement Amount**

19           The Net Settlement Amount will be determined by the Settlement Administrator by  
20 subtracting the Class Counsel Award, Class Representative Enhancement Award, and  
21 Settlement Administrator Costs from the Gross Settlement Amount, plus any increase  
22 based on the Modification Provision.

23           This is a non-reversionary Settlement in which Defendant will pay the Gross  
24 Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant.  
25 The employer's share of payroll taxes and other required withholdings from Individual  
26 Settlement Payments, including but not limited to the FICA and FUTA contributions, if  
27 applicable, shall be paid separately from, and in addition to, the Gross Settlement  
28 Amount. Any award of less than the amounts requested for enhancements,

1 administrative costs, litigation costs, or attorneys' fees will be returned to the Net  
2 Settlement Amount and distributed to the Participating Class Members.

3 **6.3. Individual Settlement Payments**

4 Individual Settlement Payments will be paid from the Net Settlement Amount and  
5 shall be paid pursuant to the settlement formula as follows:

6 Initial NSA allocation. After preliminary approval of the Settlement, using the  
7 Class Information, the Settlement Administrator will compute the total  
8 number of Workweeks of all Settlement Class Members collectively during  
9 the Class Period, and this sum shall be known as the Workweek Total; (ii)  
10 the Settlement Administrator will divide the Net Settlement Amount by the  
11 Workweek Total to determine the settlement value for each Workweek (the  
12 "Workweek Value"); and (iii) the Settlement Administrator will multiply the  
13 number of Workweeks of a Settlement Class Member during the Class  
14 Settlement Period by the Workweek Value to determine that Settlement  
15 Class Member's estimated pre-tax Individual Settlement Payment.

16 Final Approval. After final approval of the Settlement, the Settlement  
17 Administrator will again make the calculations set forth above in Sections  
18 56(a) to determine each Participating Class Member's final post-tax  
19 Individual Settlement Payments.

20 Individual Settlement Payments after all tax withholdings consistent with this  
21 Agreement shall be mailed by regular First-Class U.S. Mail to each Participating Class  
22 Member's last known mailing address within five (5) calendar days after Defendant fully  
23 funds the settlement.

24 **6.4 Class Representative Enhancement Award**

25 Plaintiff will make an application to the Court for a Class Representative  
26 Enhancement Award of up to \$10,000. The Class Representative Enhancement Award  
27 shall be paid to Plaintiff from the Gross Settlement Amount no later than five (5) calendar  
28 days after Defendant fully funds the Settlement. The Class Representative Enhancement

1 Award shall be in addition to the Plaintiff's Individual Settlement Payments as a  
2 Participating Class Member. Any amount requested by Plaintiff for the Class  
3 Representative Enhancement Award that is not granted by the Court shall return to the  
4 Net Settlement Amount and be distributed to Participating Class Members as provided in  
5 this Agreement. In the event the Court reduces or does not approve the requested Class  
6 Representative Enhancement Award, Plaintiff and Class Counsel shall not have the right  
7 to modify or revoke the Settlement, or to appeal such order, nor will Plaintiff or Class  
8 Counsel seek, request, or demand an increase to the Gross Settlement Amount on that  
9 basis.

#### 10 **6.5 Class Counsel Award**

11 Class Counsel will file a motion for attorney fees in the amount of up to one-third  
12 (1/3) of the Gross Settlement Amount, increased by the Modification Provision, if  
13 applicable, and for the reimbursement of reasonable litigation costs and expenses  
14 associated with Class Counsel's prosecution of this matter in addition to attorneys' fees,  
15 to be paid from the Gross Settlement Amount. Class Counsel shall be paid the Class  
16 Counsel Award no later than five (5) calendar days after Defendant fully funds the  
17 settlement. Any amount requested by Class Counsel for the Class Counsel Award and not  
18 granted by the Court shall return to the Net Settlement Amount and be distributed to  
19 Participating Class Members as provided in this Agreement.

20 This Settlement is not contingent upon the Court awarding Class Counsel any  
21 particular amount in attorney fees and costs and, in the event that the Court reduces or  
22 does not approve the requested Class Counsel Award, Plaintiff shall not have the right to  
23 modify or revoke the Settlement, or to appeal such order, nor will Plaintiff seek, request,  
24 or demand an increase to the Gross Settlement Amount on that basis.

#### 25 **6.6 Tax Treatment**

26 The Settlement Administrator will report each payment made from the Qualified  
27 Settlement Fund to state and federal government authorities, including the Internal  
28 Revenue Service, to the extent required by law. All Individual Settlement Payments shall

1 be allocated as follows: 20% as wages and 80% as penalties and interest. The 20%  
2 portion of Settlement Payments shall be subject to required withholdings and deductions  
3 by the Settlement Administrator and shall be reported on a Form W-2 (and such other  
4 state or local tax reporting forms as may be required by law) with respect to the year of  
5 payment as wage income to the Participating Class Member by the Settlement  
6 Administrator on behalf of the Qualified Settlement Fund. The Settlement Administrator  
7 shall issue an I.R.S. Form 1099 if required for the remaining payments under this  
8 Agreement. Defendant shall solely be responsible for paying to the QSF the employer's  
9 share of payroll taxes on the amounts allocated as wages, which amount shall be paid  
10 separately from the Gross Settlement Amount. Plaintiff, and any Participating Class  
11 Member who receives any Individual Settlement Payment should consult with their tax  
12 advisors concerning the tax consequences of the payments they receive under the  
13 Settlement.

14         Participating Class Members and Class Counsel shall be solely responsible for the  
15 reporting and payment of their share of any federal, state, and/or local income tax or other  
16 tax or any other withholdings, if any, on any of the payments made pursuant to this  
17 Settlement. The Notice will advise each Class Members to seek his/her own personal tax  
18 advice prior to acting in response to the Notice, and Defendant, the Class Representative,  
19 and each Class Member will have an adequate opportunity to seek tax advice, prior to  
20 acting in response to the Notice.

21         **6.7 No Tax Advice**

22         Defendant has not made any representations as to the taxability to any Settlement  
23 Class Members of any portion of the Individual Settlement Payments, the payment of any  
24 attorney fees and expenses to Class Counsel, or the payment of the Class  
25 Representative Enhancement Award to the Class Representative. Neither Plaintiff, Class  
26 Counsel, nor Defendant's Counsel are providing any advice regarding taxes or taxability,  
27 nor shall anything in this Settlement be relied upon as such within the meaning of United  
28 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

1           **6.8 Unclaimed Settlement Payment**

2           After one hundred and eighty (180) calendar days of the mailing of the Individual  
3 Settlement Payments, any remaining funds attributable to unclaimed, undeliverable, or  
4 expired Individual Settlement Payment checks shall be tendered to the Controller of the  
5 State of California to be held pursuant to the Unclaimed Property Law, California Civil  
6 Code section 1500, et seq., in the name of each Participating Class Member who did not  
7 cash their Individual Settlement Payment check. If the amounts cannot be tendered to the  
8 Controller of the State of California, the Parties agree to select an alternative recipient  
9 option. The Parties agree that this disposition results in no “unpaid residue” under  
10 California Civil Procedure Code § 384, as the entire Net Settlement will be paid out to  
11 Participating Class Members, whether or not they all cash their Individual Settlement  
12 Payments, and Defendant will not be required to pay any interest on said amount.

13           **6.9 Settlement Administrator Costs**

14           The Settlement Administrator has provided a settlement administration quote for  
15 \$14,990.00. Upon filing the motion for Final Approval, Plaintiff will request the Court to  
16 award an amount equal to the actual administration costs. The Settlement Administrator  
17 shall have the authority and obligation to make payments, credits, and disbursements to  
18 Participating Class Members in the manner set forth herein, calculated in accordance with  
19 the methodology set out in this Agreement and orders of the Court. The Parties agree to  
20 cooperate in the Settlement Administration process and to make reasonable efforts to  
21 control and minimize the cost and expenses incurred in administration of the Settlement.  
22 The Settlement Administrator shall be paid the Settlement Administrator Costs no later  
23 than five (5) calendar days after Defendant fully funds the settlement. Any amount  
24 requested for the Settlement Administrator Costs and not granted by the Court shall return  
25 to the Net Settlement Amount and be distributed to Participating Class Members as  
26 provided in this Agreement.

27           **6.10 Settlement Administrator Duties**

28

1 In addition to establishing the Qualified Settlement Fund, the Settlement  
2 Administrator shall be responsible for the following: creating a plan of settlement  
3 administration and settlement fund distribution; using the Class Information to calculate  
4 each Class Member's approximate Individual Settlement Payment; ascertaining the  
5 identity and whereabouts of the Class Members and mailing Notice of Class Action  
6 Settlement out to them; communicating with Class Members as necessary; printing and  
7 mailing the Notice of Class Action Settlement and tax forms to the Participating Class  
8 Members, as directed by the Court (including, but not limited to, the DE 9, the DE 9C,  
9 1099s, W-2s and W-3s); receiving and reporting requests for exclusion and objections;  
10 processing and disbursing payments to Plaintiff, Class Counsel, and Participating Class  
11 Members; notifying the Parties of, and resolving any disputes regarding, the calculation of  
12 Settlement Class Members' Individual Settlement Payments; complying with all tax  
13 reporting notice and filing requirements; carrying out all other duties related to the  
14 Qualified Settlement Fund's documentation and filing; providing declaration(s) as  
15 necessary in support of preliminary and/or final approval of this Settlement; providing  
16 status reports as needed, among other administrative duties; and other tasks as the  
17 Parties mutually agree or the Court orders the Settlement Administrator to perform. The  
18 Settlement Administrator shall keep the Parties timely apprised of the performance of all  
19 Settlement Administrator responsibilities.

20 Defendant and their Counsel shall have no responsibility for validating or ensuring  
21 the accuracy of the Settlement Administrator's work. Plaintiff, Class Counsel, Defendant,  
22 and Defendant's Counsel shall not bear any responsibility for any errors or omissions in  
23 the calculation or distribution of the Individual Settlement Payments or any other  
24 distribution of monies contemplated by this Agreement.

25 **7. ADDITIONAL TERMS**

26 **7.1 Defendant's Right to Withdraw**

27 If the number of valid Requests for Exclusion identified in the Exclusion List  
28 exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, to

1 elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the  
2 Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither  
3 Party will have any further obligation to perform under this Agreement; provided, however,  
4 Defendant will remain responsible for paying all Settlement Administration Expenses  
5 incurred to that point. Defendant will confer with Class Counsel before any cancellation.  
6 The Parties agree to cooperate to obtain preliminary and final approval of the Settlement.

7 **7.2 No Publicity**

8 Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the settlement,  
9 including the fact of the settlement, its terms or contents, and the negotiations underlying  
10 the settlement, in any manner or form, directly or indirectly, to any person or entity, except  
11 potential class members and as shall be contractually required to effectuate the terms of  
12 the settlement. For the avoidance of doubt, this section means Plaintiff and Plaintiff's  
13 Counsel agree not to issue press releases, communicate with, or respond to any media or  
14 publication entities, publish information in any manner or form, whether printed or  
15 electronic, on any medium or otherwise communicate, whether by print, video, recording  
16 or any other medium, with any person or entity concerning the Settlement, including the  
17 fact of the Settlement, its terms or contents and the negotiations underlying the  
18 Settlement, except as shall be contractually required to effectuate the terms of the  
19 settlement. However, for the limited purpose of allowing Plaintiff's Counsel to prove  
20 adequacy as class counsel in other actions, Plaintiff's Counsel may disclose the name of  
21 the Parties in this action and the venue/case number of this action (but not any other  
22 settlement details) for such purposes.

23 **7.3 No Other Actions**

24 Other than the instant Action, Plaintiff and Plaintiff's counsel represent they have  
25 no current intention of asserting any claims against Defendant in any judicial or  
26 administrative forum. Plaintiff and Plaintiff's counsel further represent they do not currently  
27 represent any persons who have expressed an interest in pursuing litigation or seeking  
28 any recovery against Defendant. The Parties acknowledge, understand, and agree the

1 representations in this paragraph are essential to this Settlement and this Settlement  
2 would not have been entered were it not for this representation.

3 **7.4 No Effect of Employee Benefits**

4 The Class Representative Enhancement Award and Individual Settlement  
5 Payments shall be deemed not to be pensionable earnings and shall not have any effect  
6 on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay,  
7 retirement plans, etc.) of the respective Plaintiff and Participating Class Members. The  
8 Parties agree that any Class Representative Enhancement Award, and Individual  
9 Settlement Payments, paid to Plaintiff and Participating Class Members under the terms  
10 of this Settlement do not represent any modification of any previously credited hours of  
11 service or other eligibility criteria under any employee pension benefit plan or employee  
12 welfare benefit plan sponsored by the Defendant. Further, any Class Representative  
13 Enhancement Award, and Individual Settlement Payments shall not be considered  
14 “compensation” in any year for purposes of determining eligibility for, or benefit accrual  
15 within, an employee pension benefit plan or employee welfare benefit plan sponsored by  
16 the Defendant.

17 **7.5 Representation**

18 All of the Parties have been represented by counsel throughout all negotiations  
19 which preceded the execution of this Settlement, and all Parties have been advised by  
20 counsel prior to entering into this Settlement.

21 **7.6 Exhibits and Headings**

22 The terms of this Agreement include the terms set forth in any attached Exhibits,  
23 which are incorporated by this reference as though fully set forth herein. Any Exhibits to  
24 this Agreement are an integral part of the Settlement. The descriptive headings of any  
25 paragraphs or sections of this Agreement are inserted for convenience of reference only  
26 and do not constitute a part of this Agreement.

27 **7.7 Interim Stay of Proceedings**

28

1           Upon full execution of this Agreement, the Parties agree to jointly request the Court  
2 to stay proceedings except for the proceedings necessary to implement and complete the  
3 Settlement.

4           **7.8 Amendment or Modification**

5           This Agreement may be amended or modified only by a written instrument signed  
6 by counsel for all Parties or their successors-in-interest.

7           **7.9 Entire Agreement**

8           This Agreement and any attached Exhibits constitute the entire Agreement among  
9 these Parties, and no oral or written representations, warranties, or inducements have  
10 been made to any Party concerning this Agreement or its Exhibits other than the  
11 representations, warranties, and covenants contained and memorialized in the Agreement  
12 and its Exhibits. The Parties are entering into this Agreement based solely on the  
13 representations and warranties herein and not based on any promises, representation,  
14 and/or warranties not found herein.

15           **7.10 Authorization to Enter into Agreement**

16           Counsel for all Parties are expressly authorized by the Parties whom they  
17 represent to negotiate this Agreement and take all appropriate actions required or  
18 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,  
19 and to execute any other documents required to effectuate the terms of this Agreement.

20           The Parties will cooperate with each other and use their best efforts to affect the  
21 implementation of the Settlement. In the event the Parties are unable to reach agreement  
22 on the form or content of any document needed to implement the Settlement, or on any  
23 supplemental provisions that may become necessary to effectuate the terms of this  
24 Settlement, the Parties may seek the assistance of the Court to resolve such  
25 disagreement. The person signing this Agreement on behalf of the Defendant represents  
26 and warrants that she or she is authorized to sign this Agreement on behalf of the  
27 Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement  
28

1 and she has not assigned any claim, or part of a claim, covered by this Settlement to a  
2 third-party.

3           **7.11 Binding on Successors and Assigns**

4           This Agreement shall be binding upon, and inure to the benefit of, the successors  
5 or assigns of the Parties hereto, as previously defined.

6           **7.12 California Law Governs**

7           All terms of this Agreement and the Exhibits hereto shall be governed by and  
8 interpreted according to the laws of the State of California.

9           **7.13 Counterparts**

10           This Agreement may be executed in one or more counterparts. All executed  
11 counterparts and each of them shall be deemed to be one and the same instrument.

12           **7.14 Jurisdiction of the Court**

13           Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
14 jurisdiction with respect to the interpretation, implementation, and enforcement of the  
15 terms of this Agreement and all orders and judgments entered in connection therewith,  
16 and the Parties and their counsel submit to the jurisdiction of the Court for purposes of  
17 interpreting, implementing, and enforcing the settlement embodied in this Agreement and  
18 all connected orders and judgments.

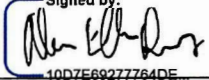
19           **7.15 Invalidity of Any Provision**

20           Before declaring any provision of this Agreement invalid, the Court shall first  
21 attempt to construe the provisions valid to the fullest extent possible consistent with  
22 applicable precedents so as to define all provisions of this Agreement valid and  
23 enforceable.


24           WHEREFORE, Plaintiffs, on behalf of themselves and the Participating Class  
25 Members, and Defendant have executed this Agreement as of the dates set forth below.

26  
27  
28


1 DATE: August 15, 2025

Signed by:  
  
10D7E6927764DE  
ALISIA ELLISRAINEY

2  
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4 DATE: August 15, 2025


BUILD-A-BEAR WORKSHOP, INC.  
By:   
Sharon Price John  
Its: President and Chief Executive Officer

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7  
8  
9  
10 DATED: August 15, 2025

WILSHIRE LAW FIRM  
By:   
John G. Yslas  
William M. Pao  
Refugio Ortega-Carrillo

Attorneys for Plaintiff  
ALISIA ELLISRAINEY

11  
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15  
16 DATED: August 18, 2025

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
By:   
Alexandra M. Asterlin  
Courtney Patton

Attorneys for Defendant  
BUILD-A-BEAR WORKSHOP, INC.

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