

1 **PAGA SETTLEMENT AGREEMENT**

2 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Matthew  
3 Husino (“Plaintiff”) and defendant MH Sub I, LLC d/b/a Internet Brands (“Internet Brands” or  
4 “Defendant”). The Agreement refers to Plaintiff and Internet Brands collectively as “Parties,” or  
5 individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations  
8 against Internet Brands captioned *Matthew Husino v. MH Sub I, LLC*, initiated on  
9 July 29, 2024 and pending in the Superior Court of the State of California, County of  
10 Los Angeles, Case No. 24TRCV02508.

11 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral  
12 entity the Parties have agreed to appoint to administer the Settlement.

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

17 1.4. “Aggrieved Employee” means all non-exempt employees employed by Defendant in  
18 California during the PAGA Period.

19 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in  
20 Internet Brands’s possession including the Aggrieved Employee’s name, last-known  
21 mailing address, Social Security number, and number of PAGA Pay Periods.

22 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and  
23 search for current Aggrieved Employee mailing addresses using all reasonably  
24 available sources, methods and means including, but not limited to, the National  
25 Change of Address database, skip traces, and direct contact by the Administrator with  
26 Aggrieved Employees.

27 1.7. “Court” means the Superior Court of California, County of Los Angeles.  
28

1 1.8. “Defense Counsel” means Steven Groode and Michael Nelson of Littler Mendelson,  
2 P.C.

3 1.9. “Effective Date” shall mean the day after the Court’s order granting approval of the  
4 settlement and entry of the Judgment consistent with this settlement become final and  
5 are no longer appealable. For purposes of this settlement, the phrase “become final  
6 and are no longer appealable” shall mean the later of: (a) the day after the last date by  
7 which a notice of appeal to the applicable Court of Appeal of the approval order and  
8 Judgment approving this settlement may be timely filed and none is filed (*i.e.*, 61  
9 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is  
10 finally disposed of by ruling, dismissal, denial, or in any other manner that confirms  
11 the validity of the approval order and Judgment, the day after the last date for filing a  
12 request for further review of the approval order and Judgment passes, and no further  
13 review is requested; or (c) if an appeal is filed and the approval order and Judgment  
14 are affirmed and further review of the order is requested, the day after the review is  
15 finally resolved and the approval order and Judgment is affirmed. In the event that:  
16 (a) the Court does not approve the settlement as provided herein, or (b) the Effective  
17 Date does not occur for any other reason, then the long-form settlement agreement,  
18 and any documents generated to bring it into effect, will be null and void, and the  
19 Parties will be returned to their respective positions. The Effective Date cannot  
20 occur, and Defendant will not be obligated to fund this settlement until and unless  
21 there is no possibility of an appeal or further appeal that could potentially prevent this  
22 settlement from becoming final and binding.

23 1.10. “Gross Settlement Amount” means \$550,000.00 which is the total amount Internet  
24 Brands agrees to pay under the Settlement. The Gross Settlement Amount will be  
25 used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel  
26 Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative  
27 Payment, and the Administrator’s Expenses Payment.  
28

- 1 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%  
2 of the PAGA Penalties calculated according to the number of Pay Periods the  
3 Aggrieved Employee worked during the PAGA Period.
- 4 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 5 1.13. "LWDA" means the California Labor and Workforce Development Agency, the  
6 agency entitled, under Labor Code section 2699, subd. (i).
- 7 1.14. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount which shall  
8 be paid to the LWDA under Labor Code section 2699, subd. (i).
- 9 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following  
10 payments in the amounts approved by the Court: PAGA Representative Payment,  
11 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the  
12 Administration Expenses Payment. The remainder is to be paid 75% to the LWDA  
13 and 25% to the Aggrieved Employees as Individual PAGA Payments.
- 14 1.16. "PAGA Counsel" means The Blanchard Law Group, APC and the Holmes Law  
15 Group, APC, the attorneys representing the Plaintiff in the Action.
- 16 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"  
17 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable  
18 attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 19 1.18. "PAGA Pay Period" means any Pay Period during the PAGA Period during which an  
20 Aggrieved Employee worked for Internet Brands for at least one day.
- 21 1.19. "PAGA Period" means the period from May 22, 2023 to the date of court approval of  
22 the settlement.
- 23 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 24 1.21. "PAGA Notice" means Plaintiff's May 22, 2024 letter to Internet Brands and the  
25 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 26 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from  
27 the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75%  
28 to the LWDA in settlement of PAGA claims.

- 1 1.23. "PAGA Representative Payment" means a payment of \$10,000 made to Plaintiff to  
2 compensate him for initiating the Action, performing work in support of the Action,  
3 undertaking the risk of liability for Internet Brands' expenses, and for the general  
4 release of all claims by Plaintiff.
- 5 1.24. "Plaintiff" means Matthew Husino, the named plaintiff in the Action.
- 6 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA  
7 Settlement.
- 8 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and  
9 PAGA Counsel and as described in Paragraph 5 below.
- 10 1.27. "Released Parties" means: MH Sub I, LLC d/b/a Internet Brands, any of their  
11 predecessors or successors, and any of their past, present, and future direct or indirect  
12 parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships,  
13 limited liability companies, as well as each of its or their past, present, and future  
14 officers, directors, employees, partners, members, managers, customers,  
15 subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any  
16 individual or entity which could be jointly liable with Defendant.
- 17 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the  
18 Judgment.
- 19 1.29. "Internet Brands" means Defendant MH Sub I, LLC d/b/a Internet Brands.

20 **2. RECITALS.**

- 21 2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice  
22 to Internet Brands and the LWDA by sending the PAGA Notice.
- 23 2.2. On July 29, 2024, Plaintiff commenced this Action by filing a Complaint pursuant to  
24 the PAGA alleging claims against Internet Brands for (1) improper calculation of the  
25 regular rate of pay; (2) failure to provide meal and rest breaks; (2) failure to timely  
26 pay wages at termination; (3) failure to provide accurate wage statements; (4) failure  
27 to reimburse business expenses; (5) failure to provide sick pay; (6) failure to provide  
28 vacation pay; (7) failure to timely pay wages during employment; and (8) failure to

1 comply with Business & Professions Code §16600. The Complaint is the operative  
2 complaint in the Action (the “Operative Complaint”). Internet Brands denies the  
3 allegations in the Operative Complaint, denies any failure to comply with the laws  
4 identified in the Operative Complaint, and denies any and all liability for the causes  
5 of action alleged.

6 2.3. On March 17, 2025, the Court granted Internet Brands’ motion to compel arbitration  
7 of Plaintiff’s individual claims.

8 2.4. On June 9, 2025, Plaintiff submitted a demand for arbitration with JAMS.

9 2.5. On January 9, 2026, the Parties participated in an all-day mediation presided over by  
10 Hon. Amy Hogue (Ret.) which led to this Agreement to settle the Action.

11 2.6. Prior to mediation Plaintiff obtained, through informal discovery, documents and data  
12 sufficient to investigate Plaintiff’s claims.

13 **3. MONETARY TERMS.**

14 3.1. Gross Settlement Amount. Internet Brands promises to pay \$550,000.00 and no more  
15 as the Gross Settlement Amount. Internet Brands has no obligation to pay the Gross  
16 Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement.  
17 The Administrator will disburse the entire Gross Settlement Amount without asking  
18 or requiring Aggrieved Employees to submit any claim as a condition of payment.  
19 None of the Gross Settlement Amount will revert to Internet Brands.

20 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
21 deduct the following payments from the Gross Settlement Amount, in the amounts  
22 specified by the Court in the Judgment:

23 3.2.1. To Plaintiff: A PAGA Representative Payment to Plaintiff of not more than  
24 \$10,000.00 (in addition to any Individual PAGA Payment he is entitled to  
25 receive under this Agreement). Internet Brands will not oppose Plaintiff’s  
26 request for a PAGA Representative Payment that does not exceed this amount.  
27 Any amount not approved by the Court shall be added to the Net Settlement  
28 Amount, and the reduction shall not be grounds to object to or terminate the

1 Settlement. The Administrator will pay the PAGA Representative Payment  
2 using IRS Form 1099. Plaintiff assumes full responsibility and liability for any  
3 employee taxes owed on the PAGA Representative Payment.

4 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-  
5 third (1/3) which is currently estimated to be \$183,333.33 and PAGA Counsel  
6 Litigation Expenses Payment of not more than \$28,000.00. Internet Brands  
7 will not oppose requests for Court approval of these payments provided that  
8 they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an  
9 application or motion for PAGA Counsel Fees Payment and PAGA Litigation  
10 Expenses Payment. If the Court approves a PAGA Counsel Fees Payment  
11 and/or a PAGA Counsel Litigation Expenses Payment less than the amounts  
12 requested, the Administrator will allocate the remainder to the Net Settlement  
13 Amount and the reduction shall not be grounds to object to or terminate the  
14 Settlement. Released Parties shall have no liability to PAGA Counsel or any  
15 other Plaintiff's Counsel arising from any claim to any portion to any PAGA  
16 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment  
17 that is not paid from the Gross Settlement Amount. The Administrator will  
18 pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment  
19 using one or more IRS 1099 Forms. PAGA Counsel assumes full  
20 responsibility and liability for taxes owed on the PAGA Counsel Fees  
21 Payment and the PAGA Counsel Litigation Expenses Payment and holds  
22 Internet Brands harmless, and indemnifies Internet Brands, from any dispute  
23 or controversy regarding any division or sharing of any of these Payments.

24 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
25 \$5,250.00 except for a showing of good cause and as approved by the Court.  
26 To the extent the Administration Expenses are less or the Court approves  
27 payment less than \$5,250.00, the Administrator will allocate the remainder to  
28 the Net Settlement Amount.

1 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties equal to the Net  
2 Settlement Amount: 75% to the LWDA and 25% to the Individual PAGA  
3 Payments.

4 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by  
5 (a) dividing the amount of the Aggrieved Employees' 25% share of  
6 PAGA Penalties by the total number of PAGA Period Pay Periods  
7 worked by all Aggrieved Employees during the PAGA Period and (b)  
8 multiplying the result by each Aggrieved Employee's PAGA Period  
9 Pay Periods. Aggrieved Employees assume full responsibility and  
10 liability for any taxes owed on their Individual PAGA Payment.

11 3.2.4.2. If the Court approves PAGA Penalties of less than the amount  
12 requested, the Administrator will allocate the remainder to the Net  
13 Settlement Amount. The Administrator will report the Individual  
14 PAGA Payments on IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Internet  
17 Brands estimates there are 589 Aggrieved Employees who worked a total of 23,590  
18 PAGA Pay Periods through January 9, 2026.

19 4.2. Aggrieved Employee Data. Within 14 days after the Effective Date, Internet Brands  
20 will deliver the Aggrieved Employee Data to the Administrator in the form of a  
21 Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the  
22 Administrator must maintain the Aggrieved Employee Data in confidence, use the  
23 Aggrieved Employee Data only for purposes of this Settlement and for no other  
24 purpose, and restrict access to the Aggrieved Employee Data to Administrator  
25 employees who need access to the Aggrieved Employee Data to effect and perform  
26 under this Agreement. Internet Brands has a continuing duty to immediately notify  
27 the Administrator if it discovers that the Aggrieved Employee Data omitted employee  
28 identifying information and to provide corrected or updated Aggrieved Employee

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

6 4.3. Funding of Gross Settlement Amount. Internet Brands shall fully fund the Gross  
7 Settlement Amount by transmitting the funds to the Administrator no later than 21  
8 days after the Effective Date.

9 4.4. Payments from the Gross Settlement Amount. Within 14 days after Internet Brands  
10 funds the Gross Settlement Amount, the Administrator will mail checks for all  
11 Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
12 Expenses Payment, PAGA Representative Payment, PAGA Counsel Expenses  
13 Payment, and PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel  
14 Litigation Expenses and Fees Payments shall not precede the initial mailing of  
15 Individual PAGA Payments.

16 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and  
17 send them to the Aggrieved Employees via First Class U.S. Mail, postage  
18 prepaid. The face of each check shall prominently state the date (not less than  
19 180 days after the date of mailing) when the check will be voided. The  
20 Administrator will cancel all checks not cashed by the void date. Before  
21 mailing any checks, the Settlement Administrator must update the recipients'  
22 mailing addresses using the National Change of Address Database.

23 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for  
24 all Aggrieved Employees whose checks are returned undelivered without  
25 USPS forwarding address. Within 7 days of receiving a returned check the  
26 Administrator must re-mail checks to the USPS forwarding address provided  
27 or to an address ascertained through the Aggrieved Employee Address Search.  
28 The Administrator need not take further steps to deliver checks to Aggrieved

1 Employees whose re-mailed checks are returned as undelivered. The  
2 Administrator shall promptly send a replacement check to any Aggrieved  
3 Employee whose original check was lost or misplaced, requested by the  
4 Aggrieved Employee prior to the void date.

5 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is  
6 uncashed and cancelled after the void date, the Administrator shall transmit  
7 the funds represented by such checks to the California Controller's Unclaimed  
8 Property Fund in the name of the Aggrieved Employee.

9 4.4.4. The payment of Individual PAGA Payments shall not obligate Internet Brands  
10 to confer any additional benefits or make any additional payments to the  
11 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those  
12 specified in this Agreement.

13 **5. RELEASES OF CLAIMS.** Effective on the date when Internet Brands fully funds the  
14 entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all  
15 Released Parties as follows:

16 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,  
17 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,  
18 successors, and assigns generally, release and discharge Released Parties from all  
19 claims, transactions, or occurrences, including, but not limited to: (a) all claims that  
20 were, or reasonably could have been, alleged, based on the facts contained in the  
21 Operative Complaint and the PAGA Notices ("Plaintiff's Release"). Plaintiff's  
22 Release does not extend to any claims or actions to enforce this Agreement, or to any  
23 claims for vested benefits, unemployment benefits, disability benefits, social security  
24 benefits, or workers' compensation benefits that arose at any time. Plaintiff  
25 acknowledges that Plaintiff may discover facts or law different from, or in addition  
26 to, the facts or law that Plaintiff now knows or believes to be true but agrees,  
27 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
28 notwithstanding such different or additional facts or Plaintiff's discovery of them.

1 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the  
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil  
4 Code, which reads:

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

8 5.2. Release by Aggrieved Employees:

9 Upon entry of final judgment and full funding of the settlement, the State of  
10 California and Aggrieved Employees, on behalf of themselves and their respective  
11 former and present representatives, agents, attorneys, heirs, administrators,  
12 successors, and assigns, shall release and discharge the Released Parties from any and  
13 all claims for civil penalties under the California Private Attorneys General Act of  
14 2004 (Labor Code §§ 2698–2699.5) that were alleged, or that reasonably could have  
15 been alleged, based on the facts and theories set forth in the PAGA Notice and  
16 Operative Complaint, including claims under California Labor Code sections 200-  
17 204, 210, 226, 226.3, 226.7, 227.3, 246, 256, 432.5, 510, 512, 558, 1174.5, 1197,  
18 1197.1, 2698, 2699, and 2802, California Business & Professions Code section  
19 16600, as well as applicable Industrial Welfare Commission Wage Orders and related  
20 California Code of Regulations, which accrued at any time during the PAGA Period.

21 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff shall  
22 prepare and file an application or motion for approval of this Settlement.

23 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
24 documents necessary for obtaining approval of this Settlement under Labor Code  
25 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of  
26 PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not  
27 to exceed” bid for administering the Settlement and attesting to its willingness to  
28 serve; competency; operative procedures for protecting the security of Aggrieved

1 Employee Data; amounts of insurance coverage for any data breach, defalcation of  
2 funds or other misfeasance; all facts relevant to any actual or potential conflicts of  
3 interest with Aggrieved Employees or the LWDA; and the nature and extent of any  
4 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed  
5 declaration from PAGA Counsel firm attesting to its timely transmission to the  
6 LWDA of all necessary PAGA documents (initial notice of violations (Labor Code  
7 section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd.  
8 (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts  
9 relevant to any actual or potential conflict of interest with Aggrieved Employees  
10 and/or the Administrator.

11 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly  
12 responsible for expeditiously finalizing and filing the application or motion for  
13 approval of this Settlement no later than 90 days after the full execution of this  
14 Agreement and, if necessary, obtaining a prompt hearing date for the motion and  
15 appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible  
16 for delivering the Court's Approval to the Administrator. All motion papers for  
17 approval of the settlement shall be subject to review and approval by Defense  
18 Counsel and provided to Defense Counsel for review and revision at least seven (7)  
19 days in advance of filing.

20 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application  
21 or motion for approval of this Settlement and/or the supporting declarations and  
22 documents, PAGA Counsel and Defense Counsel will expeditiously work together on  
23 behalf of the Parties by meeting in person or by telephone, and in good faith, to  
24 resolve the disagreement. If the Court does not grant the motion for approval of this  
25 Settlement or conditions its approval on any material change to this Agreement,  
26 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of  
27 the Parties by meeting in person or by telephone, and in good faith, to modify the  
28 Agreement and otherwise satisfy the Court's concerns.

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the  
3 Administrator and verified that, as a condition of appointment, Apex agrees to be  
4 bound by this Agreement and to perform, as a fiduciary, all duties specified in this  
5 Agreement in exchange for payment of Administration Expenses. The Parties and  
6 their Counsel represent that they have no interest or relationship, financial or  
7 otherwise, with the Administrator other than a professional relationship arising out of  
8 prior experiences administering settlements.

9 7.2. Employer Identification Number. The Administrator shall have and use its own  
10 Employer Identification Number for purposes of calculating payroll tax withholdings  
11 and providing reports state and federal tax authorities.

12 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that  
13 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury  
14 Regulation section 468B-1.

15 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to  
16 be performed or observed by the Administrator contained in this Agreement or  
17 otherwise. The Administrator shall be responsible for all necessary tax reporting  
18 associated with this settlement, including all payments to the Aggrieved Employees.

19 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES**

20 Based on its records, Internet Brands estimates that there are 589 Aggrieved Employees who  
21 worked a total 23,590 PAGA Pay Periods through January 9, 2026.

22 **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of

23 Judgment, the Court will retain jurisdiction over the Parties, Action, Settlement  
24 Administrator, and the Settlement solely for purposes of (i) enforcing this Agreement and/or  
25 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-  
26 Judgment matters as are permitted by law.

27 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
28 conditions of this Agreement, specifically including the PAGA Representative

1 Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses  
2 Payment, the Parties, their respective counsel waive all rights to appeal from the  
3 Judgment, including all rights to post-judgment and appellate proceedings, the right  
4 to file motions to vacate judgment, motions for new trial, extraordinary writs, and  
5 appeals. The waiver of appeal does not include any waiver of the right to oppose  
6 such motions, writs or appeals. If another party appeals the Judgment, the Parties'  
7 obligations to perform under this Agreement will be suspended until such time as the  
8 appeal is finally resolved and the Judgment becomes final, except as to matters that  
9 do not affect the amount of the Net Settlement Amount.

10 **10. ADDITIONAL PROVISIONS.**

11 10.1. Dismissal of Plaintiff's Arbitration Proceedings. Within fourteen (14) days after the  
12 Effective Date, Plaintiff will dismiss the Arbitration pending before JAMS, Case No.  
13 5220009739.

14 10.2. No Admission of Liability or Representative Manageability for Other Purposes. This  
15 Agreement represents a compromise and settlement of highly disputed claims.  
16 Nothing in this Agreement is intended or should be construed as an admission by  
17 Internet Brands that any of the allegations in the Operative Complaint have merit or  
18 that Internet Brands has any liability for any claims asserted; nor should it be intended  
19 or construed as an admission by Plaintiff that Internet Brands' defenses in the Action  
20 have merit. The Parties agree that representative treatment is for purposes of this  
21 Settlement only. If, for any reason the Court does not approve this Settlement,  
22 Internet Brands reserves all available defenses to the claims in the Action, and  
23 Plaintiff reserves the right to contest Internet Brands' defenses. The Settlement, this  
24 Agreement and Parties' willingness to settle the Action will have no bearing on, and  
25 will not be admissible in connection with, any litigation (except for proceedings to  
26 enforce or effectuate the Settlement and this Agreement).

27 10.3. Right to Revoke. Should the Settlement, or any terms therein, be modified, vacated,  
28 altered, or become otherwise subject to challenge by law, including, but not limited

1 to, any law that became effective after the execution of this Agreement, so that the  
2 Parties' Settlement is not approved by the Court in its entirety, and therefore the  
3 intent of the Parties cannot be accomplished after jointly taking efforts to enforce it  
4 have been exhausted, the Parties shall each have the option to void the Parties'  
5 settlement at their discretion. If the Court does not ultimately approve the Settlement,  
6 the Parties' rights will be the same as they were at the date of mediation.

7 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this  
8 Agreement together with its attached exhibits shall constitute the entire agreement  
9 between the Parties relating to the Settlement, superseding any and all oral  
10 representations, warranties, covenants, or inducements made to or by any Party.

11 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and  
12 represent that they are authorized by Plaintiff and Internet Brands, respectively, to  
13 take all appropriate action required or permitted to be taken by such Parties pursuant  
14 to this Agreement to effectuate its terms, and to execute any other documents  
15 reasonably required to effectuate the terms of this Agreement including any  
16 amendments to this Agreement.

17 10.6. Validity and Enforceability of Arbitration Agreements. The Settlement shall have no  
18 impact on the validity or enforceability of the arbitration agreements entered into by  
19 Plaintiff and/or the Aggrieved Employees, and the settlement shall not prejudice  
20 Defendant from seeking to enforce such arbitration agreements. The foregoing does  
21 not affect or modify the Parties' rights or legal positions with respect to the validity or  
22 enforceability of Plaintiff's arbitration agreement with Defendant.

23 10.7. Cooperation. The Parties and their counsel will cooperate with each other and use  
24 their best efforts, in good faith, to implement the Settlement by, among other things,  
25 modifying the Settlement Agreement, submitting supplemental evidence and  
26 supplementing points and authorities as requested by the Court. In the event the  
27 Parties are unable to agree upon the form or content of any document necessary to  
28 implement the Settlement, or on any modification of the Agreement that may become

1 necessary to implement the Settlement, the Parties will seek the assistance of a  
2 mediator and/or the Court for resolution.

3 10.8. No Prior Assignments. The Parties separately represent and warrant that they have  
4 not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
5 transfer, or encumber to any person or entity and portion of any liability, claim,  
6 demand, action, cause of action, or right released and discharged by the Party in this  
7 Settlement.

8 10.9. No Tax Advice. Neither Plaintiff, PAGA Counsel, Internet Brands nor Defense  
9 Counsel are providing any advice regarding taxes or taxability, nor shall anything in  
10 this Settlement be relied upon as such within the meaning of United States Treasury  
11 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12 10.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,  
13 modified, changed, or waived only by an express written instrument signed by all  
14 Parties or their representatives, and approved by the Court.

15 10.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure  
16 to the benefit of, the successors of each of the Parties.

17 10.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
18 governed by and interpreted according to the internal laws of the state of California,  
19 without regard to conflict of law principles.

20 10.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
21 of this Agreement. This Agreement will not be construed against any Party on the  
22 basis that the Party was the drafter or participated in the drafting.

23 10.14. Confidentiality. To the extent permitted by law, all agreements made, and orders  
24 entered during the Action and in this Agreement relating to the confidentiality of  
25 information shall survive the execution of this Agreement.

26 10.15. Use and Return of Aggrieved Employee Data. Information provided to PAGA  
27 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the  
28 PAGA Data provided to PAGA Counsel by Internet Brands in connection with the

1 mediation, other settlement negotiations, or in connection with the Settlement, may be  
2 used only with respect to this Settlement, and no other purpose, and may not be used  
3 in any way that violates any existing contractual agreement, statute, or rule of court.  
4 Not later than 90 days after the Administrator discharges its obligation to pay out of  
5 all Settlement funds, Plaintiff shall destroy all paper and electronic versions of  
6 Aggrieved Employee Data received from Internet Brands unless, prior to the  
7 Administrator's payment of all Settlement Funds, Internet Brands makes a written  
8 request to PAGA Counsel for the return, rather than the destructions, of Aggrieved  
9 Employee Data.

10 10.16. Attorneys' Fees and Costs. Plaintiff and Defendant shall bear their own attorney's  
11 fees and costs, except as provided herein.

12 10.17. Publicity. Plaintiff and PAGA Counsel will not make any public disclosure of the  
13 Settlement until after the filing of the motion for approval of the Settlement. Plaintiff  
14 and PAGA Counsel represent that they have not made any such disclosure. PAGA  
15 Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will  
16 encourage him to adhere to, the restriction against any public disclosure of the  
17 Settlement until after the settlement is approved by the Court. Thereafter, PAGA  
18 Counsel and Plaintiff agree not to publicize the terms of this settlement with the  
19 media, including but not limited to, any newspaper, journal, magazine, website,  
20 and/or online reporter of settlements or on any website.

21 10.18. Headings. The descriptive heading of any section or paragraph of this Agreement is  
22 inserted for convenience of reference only and does not constitute a part of this  
23 Agreement.

24 10.19. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement  
25 shall be to calendar days. In the event any date or deadline set forth in this  
26 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be  
27 on the first business day thereafter.  
28

1 10.20. Notice. All notices, demands or other communications between the Parties in  
2 connection with this Agreement will be in writing and deemed to have been duly  
3 given as of the third business day after mailing by United States mail, or the day sent  
4 by email or messenger, addressed as follows:

5 To Plaintiff:  
6 The Blanchard Law Group, APC  
7 177 East Colorado Blvd., Suite 200  
8 Pasadena, CA 91105  
9 Tel.: (213) 599-8255  
10 E-Mail: lonnieblanchard@gmail.com

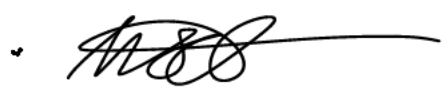
To Plaintiff:  
Holmes Law Group, APC  
2801 Ocean Park Blvd., #1035  
Santa Monica, CA 90405  
Telephone: 310-396-9045  
Email: jeffholmesjh@gmail.com

9 To Internet Brands:  
10 Steven Groode  
11 Michael Nelson  
12 Littler Mendelson, P.C.  
13 1255 Treat Blvd., Suite 600  
14 Walnut Creek, CA 94597  
15 Tel.: (925) 949-2381  
16 Fax: (925) 955-1609  
17 E-Mail:  
18 mwnelson@littler.com

15 10.21. Execution in Counterparts. This Agreement may be executed in one or more  
16 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes  
17 of this Agreement shall be accepted as an original. All executed counterparts and  
18 each of them will be deemed to be one and the same instrument if counsel for the  
19 Parties will exchange between themselves signed counterparts. Any executed  
20 counterpart will be admissible in evidence to prove the existence and contents of this  
21 Agreement.

22 10.22. Stay of Litigation. The Parties agree that upon the execution of this Agreement the  
23 litigation shall be stayed, except to effectuate the terms of this Agreement. The  
24 Parties further agree that upon the signing of this Agreement that pursuant to CCP  
25 section 583.330 to extend the date to bring a case to trial under CCP section 583.310  
26 for the entire period of this settlement process.  
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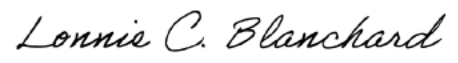
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For Plaintiff: Matthew Husino

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For MH Sub I, LLC d/b/a Internet Brands:  
Lynn Walsh  
Chief Development Office and General Counsel

**Approved as to form and content and not as parties to the agreement**



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The Blanchard Law Group, APC  
Counsel For Plaintiff

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Littler Mendelson, P.C.  
Counsel For MH Sub I, LLC d/b/a Internet  
Brands

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For Plaintiff: Matthew Husino



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For MH Sub I, LLC d/b/a Internet Brands:  
Lynn Walsh  
Chief Development Office and General Counsel

**Approved as to form and content and not as parties to the agreement**

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The Blanchard Law Group, APC  
Counsel For Plaintiff



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Little Mendelson, P.C.  
Counsel For MH Sub I, LLC d/b/a Internet  
Brands