

## STIPULATION OF SETTLEMENT OF CLASS ACTION AND RELEASE OF CLAIMS

This Stipulation of Settlement of Class Action and Release of Claims (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Irma Eubanks (“Plaintiff”) and Yapstone Holdings, Inc. sued as Yapstone, Inc. dba Rentpayment.com. (“Defendant”) on Defendant’s own behalf and on behalf of their past and present parents, subsidiaries and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, agents, and employees. Plaintiff and Defendant are referred to herein as the “Parties.” Plaintiff and the Class are represented by Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC (“Class Counsel”). Defendant is represented by Douglas J. Farmer and Lisa M. Bowman of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. The Parties agree that the Stipulation of Settlement of Class Action and Release of Claims entered into on or about December 18, 2020, is void and superseded by this Settlement Agreement.

On May 11, 2018, Plaintiff commenced a putative class action lawsuit (“Action” or “Lawsuit”) in Contra Costa County Superior Court (“the Court”) (Case No. C18-00956). Plaintiff alleges class claims including: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Meal Period Premiums; (3) Failure to Pay Rest Period Premiums; (4) Failure to Pay Minimum Wages; (5) Failure to Pay Final Wages On Time; (6) Failure to Pay Wages Timely; (7) Failure to Furnish Accurate Wage Statements; (8) Failure to Maintain Payroll Records; (9) Failure to Reimburse Business Expenses; and (10) Unfair Business Practices.

Given the uncertainty of litigation, the Parties wish to settle Plaintiff’s claims both individually and on behalf of the Class. Accordingly, the Parties agree as follows:

**1. Conditional Class.** For purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to conditional certification of the following Class (also referred to herein as “Class Members”):

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from May 11, 2014 and the date the Court enters an order granting preliminary approval of the Settlement (“Preliminary Approval Date”) (the “Class Period”).

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement, as described in Section 13, below.

As used in this Settlement Agreement, “Settlement Class Members” or “Settlement Class” means all Class Members who do not submit a timely and valid request for exclusion from the Settlement as provided in this Settlement Agreement.

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2. **“Effective Date”** means: (a) the date when the Final Approval Order and Judgment is signed, if there are no objectors, or (b) in the event there are objectors, sixty calendar (60) days after service of notice of entry of the Final Approval Order and Judgment on the Parties and all objectors to the Settlement without any appeals or request for review being taken, or (c) orders affirming said Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

3. **Release.** As of the Effective Date, Plaintiff and all Settlement Class Members will release and discharge Defendant, including its subsidiaries, predecessors, successors, affiliates, past and present parents, and any of their respective past or present assigns, officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, and each of their respective successors and predecessors in interest (collectively, the “Released Parties”) as follows:

A. Settlement Class Members will release all claims for damages, fees, costs, statutory penalties, and interest, that have been alleged, including any other claims that were or could have been alleged during the Class Period based on the factual allegations pled in the operative Complaint for: (1) Failure to Pay Overtime Wages under California Labor Code sections 510 and 1198; (2) Failure to Pay Meal Period Premiums under California Labor Code sections 226.7 and 512(a); (3) Failure to Pay Rest Period Premiums under California Labor Code section 226.7; (4) Failure to Pay Minimum Wages under California Labor Code sections 1194, 1197, and 1197.1; (5) Failure to Pay Final Wages On Time under California Labor Code sections 201, 202, and 203; (6) Failure to Pay Wages Timely under California Labor Code section 204 and 210; (7) Failure to Furnish Accurate Wage Statements under California Labor Code section 226(a); (8) Failure to Maintain Payroll Records under California Labor Code section 1174(d); (9) Failure to Reimburse Business Expenses under California Labor Code sections 2800 and 2802; and (10) Unfair Business Practices under California Business and Professions Code section 17200, *et seq.* (the “Released Claims”).

B. In exchange for the Enhancement Payment, Plaintiff has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, suspected or unsuspected, under federal, state or local law, which exist or may exist against the Released Parties at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendant, including her separation of employment from Defendant. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Settlement and that this Settlement Agreement would not have been entered into were it not for this representation and commitment.

**4. Gross Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary maximum amount (“Gross Settlement Amount”) of \$1,500,000.00 in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer the Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- B. Defendant shall fund the Gross Settlement Amount pursuant to the Settlement Administrator’s wire transfer instructions according to the following schedule:
  - (1) Defendant shall wire the first installment payment of \$750,000.00 (“First Installment Payment”) on the later of 12 months from the mediation date (January 30, 2020) or 60 calendar days following the Court’s Final Approval of this Settlement (“First Settlement Payment Date”).
  - (2) Defendant shall wire the second installment payment of \$375,000.00 (“Second Installment Payment”) no later than one (1) year after the First Settlement Payment Date (“Second Settlement Payment Date”).
  - (3) Defendant shall wire the third and final installment payment of \$375,000.00 (“Third Installment Payment”) no later than two (2) years after the Second Settlement Payment Date (“Third Settlement Payment Date”).
  - (4) There shall be a grace period of ten (10) calendar days to fund each installment payment (“grace period”). Time being of the essence, in the event of late payment of any of the installment payments as provided in the Settlement, after the grace period, Defendant shall be required to pay statutory interest in accordance with California state law between the date the payment was originally due and the date the payment is made, and such interest will be distributed to the Settlement Class Members. Additionally, if an installment payment that is due has not been paid within thirty (30) calendar days of the original due date (“late payment”), any and all remaining installment payments will be accelerated such that the remaining installment payment(s) and balance of the settlement must be paid within sixty (60) calendar days after the date the late payment was originally due.
  - (5) Without the approval of the Court, the Parties may mutually agree to early payment of any or all installment(s).

- C. The Gross Settlement Amount includes:
- (1) All payments to the Settlement Class Members of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”);
  - (2) All costs and expenses of the Settlement Administrator associated with the administration of the Settlement in an amount not to exceed \$9,000. (“Settlement Administration Costs”);
  - (3) Payment to Plaintiff of her enhancement award in an amount not to exceed \$15,000.00 (“Enhancement Payment”) in recognition of Plaintiff’s contributions to the Lawsuit and her service to the Class. In the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding; and
  - (4) Attorneys’ fees in an amount not to exceed 40 percent of the Gross Settlement Amount and reimbursement of actual litigation costs and expenses related to the Lawsuit in an amount not to exceed \$75,000.00 to Class Counsel (“Attorneys’ Fees and Costs”). The litigation costs and expenses shall be supported by declaration. In the event that the Court reduces or does not approve the requested Attorneys’ Fees and Costs, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding, although Plaintiff shall retain the right to appeal any reduction of Attorneys’ Fees and Costs.
- D. The Gross Settlement Amount shall be distributed as follows:
- (1) First Distribution: Within fourteen (14) calendar days after the First Installment Payment Date, the Settlement Administrator shall distribute the Court-approved payments in the following order of priority: (a) two-thirds of each Settlement Class Member’s Individual Settlement Payment; (b) full payment of the Enhancement Payment to Plaintiff; (c) one-half of the Settlement Administration Costs; (d) full payment of the litigation costs and expenses to Class Counsel; and (e) partial payment of attorneys’ fees to Class Counsel in an amount that would allow the Settlement Administrator to distribute the remaining third of Individual Settlement Payments to Settlement Class Member after the Second Settlement Payment Date.
  - (2) Second Distribution: Within fourteen (14) calendar days after the Second Installment Payment Date, the Settlement Administrator shall distribute the Court-approved payments in the following order of priority: (a) the remaining one-third of each Settlement Class Member’s Individual Settlement Payment; and (b) partial payment of the Court-approved attorneys’ fees to Class Counsel, to the extent possible. The funds associated with settlement payment checks issued to Settlement Class Members from the First Distribution that were not cashed, deposited, or

negotiated within one hundred eighty (180) calendar days from the date on which such checks were issued, will be added to the Settlement Class Member's settlement payment from the Second Distribution.

- (3) Third Distribution: Within fourteen (14) calendar days after the Third Installment Payment Date, the Settlement Administrator shall distribute the Court-approved payments in the following order of priority: (a) the remaining Settlement Administration Costs to the Settlement Administrator; and (b) the remaining attorneys' fees to Class Counsel.

**5. Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment (i.e., Individual Settlement Payment). The Notice of Class Action Settlement ("Class Notice"), attached hereto as "**Exhibit A**," shall state that Class Members who wish to receive Individual Settlement Payments need not do anything except keep the Settlement Administrator apprised of a current mailing address in order to receive an Individual Settlement Payment check following the Effective Date of the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall deduct from the Gross Settlement Amount the amounts approved by the Court for Attorneys' Fees and Costs, the Enhancement Payment, and the Settlement Administration Costs. The remaining amount shall be known as the "Net Settlement Amount."
- B. Individual Settlement Payments shall be paid to Settlement Class Members from the Net Settlement Amount and shall be calculated by dividing the total number of workweeks worked by each Settlement Class Member during the Class Period ("Workweeks") by the total number of Workweeks of all Class Members, and multiplying the resulting figure by the Net Settlement Amount. Each Class Member will be credited with at least one (1) Workweek.
- C. For purposes of this settlement, 20% of each Individual Settlement Payment shall be allocated as wages ("Wages Portion") for which IRS Forms W-2 will be issued; 80% will be allocated to alleged unpaid penalties and interest for which IRS Forms 1099-MISC will be issued. Individual Settlement Payments are subject to the employee's share of payroll taxes and withholdings on the Wages Portion. The employer's share of taxes and contributions on the Wages Portion will be paid by Defendant separately and in addition to the Gross Settlement Amount. IRS Forms W-2 and 1099 will be distributed to Settlement Class Members and the appropriate taxing authorities reflecting the payments they received under the Settlement.
- D. Checks issued to Settlement Class Members for their Individual Settlement Payments must be cashed, deposited, or negotiated within one hundred eighty (180) calendar days from the date the Settlement Administrator mails them, and will thereafter, be cancelled. The funds associated with an Individual Settlement Payment check to a Settlement Class Member from the First Distribution that has been cancelled will be added to the Settlement Class Member's Individual Settlement Payment check from the Second Distribution. Funds associated with

Individual Settlement Payment checks from the Second Distribution that have been cancelled after the 180-day period will be transmitted to the Unclaimed Property Fund of the State Controller's Office in the name of the Settlement Class Members whose checks are cancelled.

- E. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

**6. Attorneys' Fees and Costs.** Defendant will not object to the request for Attorneys' Fees and Costs to Class Counsel, consisting of attorneys' fees in an amount up to 40 percent of the Gross Settlement Amount, which is currently estimated to be \$600,000.00, and reimbursement of actual litigation costs and expenses in an amount that is not to exceed \$75,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it distributes the fee award approved by the Court.

**7. Class Representative Enhancement Payment.** Defendant will not object to a request for an Enhancement Payment of up to \$15,000.00 to Plaintiff for her time and risks in prosecuting this case and her service to the Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member, and shall be reported on an IRS Form 1099 by the Settlement Administrator. Plaintiff agrees to indemnify and hold Defendant harmless from any and all liability, including, without limitation, all penalties, interest, and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to Plaintiff under this Agreement.

**8. Settlement Administrator.** Plaintiff and Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator, nor to the request for approval of Settlement Administration Costs of up to \$9,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending notices, for calculating Individual Settlement Payments, and preparing all checks and mailings.

The Settlement Administrator shall have no claim for payment from Defendant with respect to any services provided by the Settlement Administrator except as otherwise expressly set forth in this Settlement Agreement.

**9. Preliminary Approval.** Defendant shall provide a declaration regarding its financial condition and the need for an installment payment structure to file with the preliminary approval papers. Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Class for purposes of this Settlement Agreement;

- B. Appointing Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for Justice*, PC as Class Counsel;
- C. Appointing Irma Eubanks as Class Representative;
- D. Approving Phoenix Settlement Administrators` as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same; and
- G. Scheduling a Final Approval Hearing.

**10. Notice to Class Members.** Following preliminary approval, the Class shall be notified as follows:

- A. Within twenty (20) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the full names, last known addresses, last known telephone numbers, and Social Security numbers (in electronic format) of the Class Members, as well as the Workweeks of each Class Member (the “Class Data”).
- B. Within seven (7) calendar days after receipt of the Class Data, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Class Members; (ii) update the addresses of any Class Member for whom an updated address was found through the NCOA search; and (iii) mail the Class Notice to each Class Member by first class mail at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Each Class Notice will provide: (a) information regarding the nature of the Lawsuit; (b) a summary of the Settlement’s principal terms; (c) the Class definition; (d) each Class Member’s number of Workweeks; (e) each Class Member’s estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) instructions on how to submit Requests for Exclusion, Notices of Objection, or Workweeks disputes; (h) the deadlines by which the Class Member must postmark Requests for Exclusions, Notices of Objection, and/or Workweeks disputes; (i) the claims to be released, as set forth herein; and (j) the date for the Final Approval Hearing.
- D. Any Class Notices returned to the Settlement Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within 5 business days of receiving the returned

Class Notice. If an updated mailing address is identified, the Settlement Administrator shall promptly re-mail the Class Notice to the Class Member, and in any event within 3 business days of obtaining the updated address. Class Members to whom Class Notices are re-mailed after having been returned to the Settlement Administrator as undeliverable shall have an additional 14 calendar days from original Response Deadline, to submit a Request for Exclusion, objection, or Workweeks dispute to the Settlement Administrator. Class Notices that are re-sent shall inform the recipient of this adjusted deadline.

- E. Any Class Member who wishes to opt out of the Settlement must submit a written request to be excluded from the Settlement (“Request for Exclusion”) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Class Notice (the “Response Deadline”).
- i. The Request for Exclusion must: (1) contain the name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) be signed by the Class Member; (3) state the case name and number of the Action; (4) clearly state that the Class Member requests to be excluded from the Settlement; and (5) be mailed to the Settlement Administrator at the address specified in the Class Notice, postmarked by the Response Deadline. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon.
  - ii. If 5% or more of eligible Class Members validly submit a Request for Exclusion from this Settlement, Defendant may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within 14 calendar days of the Response Deadline. Should Defendant exercise this option, Defendant will be responsible for any costs and fees incurred by the Settlement Administrator as of the date of its rescission.
  - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Class Member to object to the Settlement or opt out of the Settlement, or encourage any Settlement Class Member to appeal from the final judgment.
- F. Class Members who do not opt out of the Settlement may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection to the Settlement (“Notice of Objection”) to the Settlement Administrator (who shall provide all objections that it receives to Class Counsel and Defendant’s counsel). A Notice of Objection must: (1) state the Settlement Class Member’s name, address, telephone number, and the last four digits of his or her Social Security



number; (2) state the case name and number of the Action; (3) be signed by the Settlement Class Member; (4) clearly state the grounds for the objection and whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later than the Response Deadline.

- G. Class Members will have the opportunity, should they disagree with the Workweeks and information stated in their Class Notice, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. If the Parties cannot come to a consensus, outstanding disputes will be submitted to the Court for a resolution at Final Approval.

**11. Final Approval.** Following preliminary approval of the Settlement and the Response Deadline, Plaintiff shall apply to the Court for entry of an Order granting final approval of the Settlement (the “Final Approval Order and Judgment”):

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving the application for Attorneys’ Fees and Costs to Class Counsel and Enhancement Payment to Plaintiff; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

**12. Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement.

**13. Nullification of Settlement Agreement.** In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims described herein:

- A. This Settlement Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- B. The conditional class certification (obtained for any purpose) shall be void ab initio and of no force and effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

- C. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Lawsuit, including with respect to the issue of class certification.

**14. Workweeks Representation and Escalator Clause.** Defendant represents that, for the period of May 11, 2014 to November 18, 2019, there were 322 individuals in the Class and a total of 18,792 Workweeks for all Class Members. If it is determined that the total Workweeks from May 11, 2014 to November 18, 2019 actually exceeds 18,792 by more than ten percent (10%), then, then Plaintiff may, at its discretion, elect to rescind the Settlement by communicating that decision to both the Settlement Administrator and Class Counsel in writing within 14 calendar days of the Response Deadline.

**15. Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement, including but not limited to, execution of necessary documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement.

**16. Certification of the Settlement Class.** The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only. In the event that this stipulation is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issues, substantive or procedural, regarding class- or representative-action treatment, or regarding the merits (or lack thereof) of the claims asserted in the Lawsuit.

**17. Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

**18. Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

**19. Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Douglas J. Farmer, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
Steuart Tower, Suite 1300, One Market Plaza, San Francisco,  
California 94105  
Douglas.farmer@ogletree.com

if to Plaintiff: Edwin Aiwazian, Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
edwin@calljustice.com

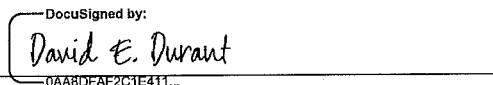
**20. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

**21. Counterparts.** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The Parties agree where practicable to use DocuSign, an electronic signature technology, to expedite the execution of this Agreement. Electronic signatures shall be deemed originals. Counsel for each Party and each Party affirmatively represent that the DocuSign electronic signature will only be used with the express permission of the signing Party.

IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the settling parties and their duly authorized attorneys, as of the day and year herein set forth

DATED: 8/11/2021 | 11:43:49 AM PDT

Yapstone Holdings, Inc.

By:  David E. Durant  
DocuSigned by:  
0AABDFAF2C1E411...

Name: David E. Durant

Title: Secretary & Chief Administrative Officer

DATED: \_\_\_\_\_

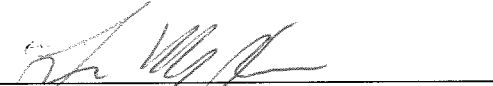
Irma Eubanks

By: \_\_\_\_\_  
Plaintiff and Proposed Class Representative

**APPROVED AS TO FORM:**

DATED: 8-13-21

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

By:  Douglas J. Farmer  
Attorney for Defendant

DATED: \_\_\_\_\_

LAWYERS FOR JUSTICE, PC

By: \_\_\_\_\_  
Edwin Aiwazian  
Attorney for Plaintiff

if to Plaintiff: Edwin Aiwazian, Lawyers for Justice, PC  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
edwin@calljustice.com

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IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the settling parties and their duly authorized attorneys, as of the day and year herein set forth

DATED: \_\_\_\_\_

Yapstone Holdings, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 08/10/2021  
\_\_\_\_\_

Irma Eubanks

By:  Electronically Signed 2021-08-10 19:47:47 UTC - 104.129.198.59  
AssureSign® 2448b6fd-a06d-45f8-a1be-ad80014247cc

Plaintiff and Proposed Class Representative

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

By: \_\_\_\_\_

Douglas J. Farmer  
Attorney for Defendant

DATED: \_\_\_\_\_

LAWYERS FOR JUSTICE, PC

By: 

Edwin Aiwazian  
Attorney for Plaintiff