

# EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

19 AMY PRIVE; CHRISTINA GEORGES;  
20 individually and on behalf of all others similarly  
21 situated,

22 Plaintiffs,

23 v.

24 THE CAMP BOOTCAMP, INC., a California  
25 Corporation, and DOES 1 through 50, inclusive,

26 Defendants.

CASE NO. CIVDS1712280

*Honorable David Cohn, Dept. S26*

**STIPULATION OF SETTLEMENT AND  
CLASS ACTION SETTLEMENT  
AGREEMENT**

Complaint Filed: June 28, 2017  
FAC Filed: September 08, 2017  
Trial Date: None Set

1 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs Amy Prive and  
2 Christina Georges (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others  
3 similarly situated, on the one hand, and Defendant The Camp Bootcamp, Inc. (“The Camp”), on the  
4 other hand (Plaintiffs or Class Representatives together with The Camp the “Parties”), and subject  
5 to the preliminary and final approval of the Court, that the Action is hereby compromised and  
6 settled on a class wide basis pursuant to the terms and conditions set forth in this Stipulation and  
7 Class Action Settlement Agreement (the “Settlement” or “Agreement”). It is stipulated and agreed  
8 that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as  
9 set forth below, and subject to the definitions, recitals, and terms set forth herein which by this  
10 reference become an integral part of this Agreement.

11 **DEFINITIONS**

12 1. The term “Settlement” or “Agreement” mean this Stipulation and Class Action  
13 Settlement Agreement, which the Parties acknowledge sets forth all material terms and conditions  
14 of the settlement between them, subject to Court approval.

15 2. “Action” mean the putative class action entitled, *Amy Prive; Christina Georges; v.*  
16 *The Camp Bootcamp, Inc. et al.*, Superior Court of the State of California County of San  
17 Bernardino, Case No. CIVDS1712280, as pled in the First Amended Complaint (“FAC”).

18 3. “Class Counsel” means James Hawkins APLC and Law Offices of Sean S. Vahdat  
19 & Associates, APLC, including James R. Hawkins and Sean S. Vahdat.

20 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s  
21 litigation and resolution of this Action (33.33% of the Maximum Settlement Amount) and Class  
22 Counsel’s expenses and costs reasonably incurred in connection with this Action, subject to the  
23 Court’s approval.

24 5. “Class Information” means information regarding Class Members that The Camp  
25 shall in good faith compile from its records and shall be authorized by the Court to transmit in a  
26 secured manner to the Settlement Administrator and which the Settlement Administrator shall agree  
27 in writing to maintain in a secure manner. Class Information shall be transmitted in electronic form  
28 and shall include the following information for each Class Member from The Camp’s records:

1 name, mailing address, Social Security Number, date of hire, date of termination (if applicable),  
2 and total number of Eligible Workweeks worked as a non-exempt hourly employee subject. Class  
3 Members' names, mailing addresses, Social Security Numbers, and employment status data shall  
4 remain confidential and shall not be disclosed to anyone, except applicable taxing authorities, with  
5 the Settlement Administrator to carry out Settlement administration, pursuant to express written  
6 authorization by The Camp, or by order of the Court.

7 6. "Class Members" means Plaintiffs and all other current and former non-exempt  
8 employees who were employed by The Camp in California from four years prior to the date that  
9 Plaintiffs filed their Complaint on June 28, 2017 through the date the Court issues an order granting  
10 preliminary approval of the class action settlement.

11 7. "Class Notice" means the Notice of Class Action Settlement, substantially in the  
12 form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement  
13 Administrator shall mail to each Class Member explaining the terms of this Agreement.

14 8. "Class Period" means the period from four years prior to the date that Plaintiffs filed  
15 their Complaint on June 28, 2017 through the date the Court issues an order granting preliminary  
16 approval of the class action settlement.

17 9. "Class Representatives" means Plaintiffs Amy Prive and Christina Georges.

18 10. "Class Representatives Service Award" means the amount that the Court authorizes  
19 to be paid to Plaintiffs, in recognition of Plaintiffs' efforts and risks in assisting with the  
20 prosecution of the Action.

21 11. "Court" means the Superior Court of the State of California for the County of San  
22 Bernardino.

23 12. "Defense Counsel" means McDermott Will & Emery LLP, including Maria C.  
24 Rodriguez, Michelle S. Strowhiro, and Elvira R. Kras.

25 13. "Eligible Workweeks" means the total number of weeks that a Class Member was  
26 actively employed as a non-exempt hourly employee during the Class Period.

27 14. "Employer's Share of Payroll Taxes" means The Camp's portion of payroll taxes,  
28 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments

1 that constitutes wages. The Employer’s Share of Payroll Taxes shall be paid out of the Maximum  
2 Settlement Amount, defined herein.

3 15. “Final Response Deadline” means the forty-five (45) calendar days after the  
4 Settlement Administrator mails the original Notice Packets to Class Members and the latest  
5 deadline on which Class Members may: (1) opt out; or (2) file and serve objections to the  
6 settlement.

7 16. “Final Settlement Date” means the date on which the Final Order and Judgment  
8 approving this Agreement becomes final. For purposes of this definition, the Final Judgment shall  
9 become final: (a) if there are no objections to the Settlement, the date upon which the Final Order  
10 and Judgment is entered by the Court; (b) if objections are filed and overruled, and no appeal is  
11 taken of the final approval order, then the Final Settlement Date will be sixty-five (65) days after  
12 the Court enters its Final Order and Judgment, or (c) if an appeal, review or writ is sought from the  
13 Final Order and Judgment, twenty (20) days after the appeal, review, or writ is withdrawn or after  
14 an appellate decision affirming the final approval decision becomes final.

15 17. “Final Approval Hearing” means the hearing to be conducted by the Court after the  
16 filing by Plaintiffs of a Motion for Final Approval of Class Wide Settlement and following  
17 appropriate notice to Class Members giving Class Members an opportunity to request exclusion  
18 from the Class and Settlement and to object to the Settlement, at which time Plaintiffs shall request  
19 that the Court finally approve the fairness, reasonableness and adequacy of the terms and  
20 conditions of the Settlement, enter the Final Order and Judgment, and take other appropriate action.

21 18. “Final Order and Judgment” means the order and judgment to be entered by the  
22 Court upon granting final approval of the Agreement as binding upon the Parties and Participating  
23 Class Members.

24 19. “Gross Fund Value” means the amount of Seven Hundred and Fifty Thousand  
25 Dollars (\$750,000), which amount will be all-inclusive, including Individual Settlement Payments  
26 to the Settlement Class, any Class Representatives Service Award to the Class Representatives as  
27 awarded by the Court, Settlement Administration Costs as approved by the Court, attorneys’ fees  
28

1 and costs to Class Counsel as approved by the Court, and the employee’s portion of payroll tax  
2 burdens on such sums paid out as wages under the Settlement.

3 20. “Individual Settlement Payment” means the amount payable from the Net  
4 Settlement Amount to each Participating Class Member.

5 21. “Opt-Out Form” means the form that shall be prepared by the Settlement  
6 Administrator and sent to each Class Member giving the opportunity for the Class Member to Opt-  
7 Out of the Settlement, substantially in the form attached as **Exhibit 2**.

8 22. “The Camp” means Defendant The Camp Bootcamp, Inc.

9 23. “Maximum Settlement Amount” means the maximum amount (including the  
10 Employer’s Share of Payroll Taxes) that the Camp shall have to pay in connection with this  
11 Settlement, by way of a common fund, which shall be inclusive of all Individual Settlement  
12 Payments to Participating Class Members, Class Counsel Award, Settlement Administration Costs,  
13 the Employer’s Share of Payroll Taxes, and the Class Representatives Service Award. Subject to  
14 Court approval and the terms of this Agreement, the Maximum Settlement Amount The Camp shall  
15 be required to pay is Seven Hundred and Fifty Thousand Dollars (\$750,000). Further, the  
16 Maximum Settlement Amount is based upon there being approximately 45,635 work weeks worked  
17 by Class Members from the beginning of the Class Period through September 9, 2019. If through  
18 later discovery and investigation between the time this Agreement is executed and Final Approval  
19 is granted, it is determined that there were 5% or more work weeks than 45,635 work weeks  
20 worked by Class Members from the beginning of the class period through September 9, 2019, the  
21 Parties agree to a prorated increase to the Maximum Settlement Amount of Thirty Two Dollars and  
22 Eighty Seven Cents (\$32.87) per additional week, which amount represents the current approximate  
23 amount per week in gross, not the Net Settlement Amount which will necessarily reduce the actual  
24 amount per work week. The Maximum Settlement Amount shall not be decreased if the total  
25 number of shifts worked by class members through September 9, 2019 is less than 45,635.

26 24. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class  
27 Counsel Award, the Settlement Administration Costs, Employer’s Share of Payroll Taxes, and the  
28 Class Representatives Service Award.

1           25.     “Notice Packet” means the packet of documents which shall be mailed to all Class  
2 Members by the Settlement Administrator, including the Class Notice and Opt-Out Form.

3           26.     “Participating Class Members” means Plaintiffs and all other Class Members who  
4 do not submit a valid and timely request for exclusion.

5           27.     “Parties” means Plaintiffs and The Camp.

6           28.     “Plaintiffs” means Plaintiffs Amy Prive and Christina Georges.

7           29.     “Preliminary Approval Order” means the order to be issued by the Court approving  
8 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date  
9 of the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this  
10 Agreement, among other things.

11           30.     “Released Claims” collectively refers to both Plaintiffs’ and Class Members’  
12 Released Claims, including any and all claims, debts, liabilities, demands, obligations, costs,  
13 expenses, attorneys’ fees, damages, action or causes of action contingent or accrued for, arising out  
14 of the allegations and claims asserted in the Complaint and arising at any time between four years  
15 prior to the date that Plaintiffs filed the Complaint on June 28, 2017 through the date of preliminary  
16 approval, including without limitation claims for (1) failure to pay minimum wages; (2) failure to  
17 pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to  
18 timely pay wages; (6) failure to provide accurate wage statements; and (7) unfair competition. The  
19 Released Claims specifically exclude all claims, debts, liabilities, demands, obligations, costs,  
20 expenses, attorneys’ fees, damages, penalties pursuant to the Private Attorney Generals Act,  
21 California Labor Code Sections 2699, et seq. solely because Plaintiffs do not have standing as of  
22 December 29, 2019 to bring such claims, which claims are being pursued by the DLSE. As to the  
23 Plaintiffs’ Amy Prive and Christina Georges Released Claims only, Plaintiffs Amy Prive and  
24 Christina Georges expressly waive all rights and benefits under the terms of section 1542 of the  
25 California Civil Code. Section 1542 reads:

26           **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
27           **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
28           **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

1           **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
2           **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
3           **DEBTOR OR RELEASED PARTY.”**

4           Notwithstanding the provisions of section 1542, and for the purpose of implementing a full  
5 and complete release and discharge of all of their Released Claims, Plaintiffs Amy Prive and  
6 Christina Georges expressly acknowledge that this Settlement is intended to include in its effect,  
7 without limitation, all Released Claims which Plaintiffs Amy Prive and Christina Georges do not  
8 know or suspect to exist in their favor at the time of execution hereof, and that the Settlement  
9 contemplates the extinguishment of all such Released Claims.

10           31.     “Released Parties” means The Camp as defined herein, and its parents, subsidiaries,  
11 predecessors or successors, agents, employees, officers, directors and attorneys.

12           32.     “Settlement” means the final and complete disposition of the Action.

13           33.     “Settlement Administrator” means the administrator that will be agreed upon by the  
14 Parties within three (3) calendar days of the execution of this Agreement. Should a conflict of  
15 interest or other issue lead to the disqualification of the Settlement Administrator, the Parties will  
16 meet and confer as to a suitable replacement.

17           34.     “Settlement Administration Costs” means the reasonable costs and fees of  
18 administration of this Settlement to be paid to the Settlement Administrator from the Maximum  
19 Settlement Amount, including, but not limited to: (i) printing and mailing and re-mailing (if  
20 necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Participating Class  
21 Members and government entities all appropriate tax filings and forms; (iii) computing the amount  
22 of and distributing Individual Settlement Payments, Class Representatives Service Award and Class  
23 Counsel Award; (iv) processing and validating requests for exclusion; (v) establishing a Qualified  
24 Settlement Fund, as defined by the Internal Revenue Code; and (vi) calculating and remitting to the  
25 appropriate government agencies all employer and employee payroll tax obligations arising from  
26 the Settlement and preparing and submitting filings required by law in connection with the  
27 payments required by the Settlement.



1 RECITALS

2 35. On June 28, 2017, Plaintiff Amy Prive filed a complaint in the Superior Court of the  
3 State of California for the County of San Bernardino entitled “*Amy Prive v. The Camp Bootcamp,*  
4 *Inc. et al.* Case No. CIVDS1712280. The Complaint asserted seven causes of action against The  
5 Camp, for (1) failure to pay minimum wages, (2) failure to pay overtime, (3) failure to provide  
6 meal periods, (4) failure to provide rest periods, (5) failure to timely pay wages, (6) failure to  
7 provide accurate wage statements, and (7) unfair competition. On September 8, 2017, Plaintiff  
8 filed a First Amended Complaint (“FAC”) alleging the same seven causes of action alleged in the  
9 Complaint against The Camp and adding Plaintiff Christina Georges as a named plaintiff. On  
10 October 13, 2017, The Camp filed an Answer to the FAC denying all claims and asserting  
11 affirmative defenses.

12 36. The Parties engaged in informal discovery for the purposes of participating in a  
13 mediation. The Camp provided all further underlying documentation submitted by The Camp to the  
14 DLSE up to September 9, 2019 (“Additional Provided Documentation”). The Additional Provided  
15 Documentation was redacted to maintain privacy and confidentiality of third party information and  
16 The Camp’s proprietary, confidential, and trade secret information. The Additional Provided  
17 Documentation was provided for settlement purposes only and may not be relied upon in any event  
18 and for any purpose if the Agreement is revoked and litigation proceeds. Additional Provided  
19 Documentation must be returned to Defense Counsel and destroyed if Plaintiffs and Class Counsel  
20 revoke the Agreement. If any Party to this Agreement exercises its right to revoke this Agreement,  
21 that Party shall be responsible for any administrative fees incurred up to and including the date of  
22 revocation.

23 37. On or about November 18, 2019, the Parties engaged in a mediation with mediator  
24 Kim Deck and mediated all of Plaintiffs’ claims. Counsel for the Parties engaged in thorough  
25 discussions and argument about the respective strengths and weaknesses of their claims and  
26 defenses.

27 38. Plaintiffs and Class Counsel recognize the expense and length of continued  
28 protracted litigation necessary to litigate Plaintiffs’ disputes in the Action through trial and through

1 any possible appeals. Plaintiffs also has taken into account the uncertainty and risks of the outcome  
2 of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs and Class  
3 Counsel are also aware of the burdens of proof necessary to establish liability for the claims  
4 asserted in the Action, both generally and in response to The Camp’s defenses thereto, and the  
5 difficulties in establishing damages, penalties, restitution and other relief sought in the Action.  
6 Plaintiffs and Class Counsel also have taken into account The Camp’s agreement to enter into a  
7 settlement that confers substantial benefits upon the Class Members. Based on the foregoing,  
8 Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is fair,  
9 adequate, and reasonable, and is in the best interests of all Class Members.

10 39. The Camp has concluded that any further defense of this litigation would be  
11 protracted and expensive for all Parties. Substantial amounts of The Camp’s time, energy, and  
12 resources have been, and unless this Settlement is completed, will continue to be devoted to the  
13 defense of the Plaintiffs’ claims. The Camp has also taken into account the risks of further  
14 litigation in reaching its decision to enter into this Settlement. Even though The Camp continues to  
15 contend that it is not liable for any of the claims set forth by Plaintiffs in this Action, The Camp has  
16 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to  
17 rest the claims in this Action. The Camp has claimed and continues to claim that the Released  
18 Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed  
19 claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken  
20 to carry out this Agreement, may be construed or used as an admission by or against The Camp as  
21 to the merits or lack thereof of the claims asserted in the Action. The Camp contends that it has  
22 complied with all applicable state, federal, and local laws.

23 40. The Parties stipulate to class certification for purposes of settlement only. The  
24 Camp contends that the facts do not merit class certification under the governing legal standards.  
25 The trial court has not ruled on class certification in the underlying litigation. Consequently, a  
26 “Settlement Class” has been established for purposes of administration and resolution of this matter  
27 only. It is not, and it should not be construed as, any admission of fact or law in this matter or any  
28 other matter that class certification is appropriate. If the Court does not grant both preliminary and

1 final approval of this settlement, then the Settlement shall be deemed null and void and will be of  
2 no force or effect whatsoever, and the parties revert to their previous positions and The Camp will  
3 not stipulate to class certification.

4 41. NOW THEREFORE, in consideration of the mutual covenants, promises, and  
5 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

6 **TERMS OF SETTLEMENT**

7 42. Binding Settlement. This Settlement shall bind the Parties, all Participating Class  
8 Members, Class Counsel, and Defense Counsel, subject to the terms and conditions herein.

9 43. Tax Liability. The Parties make no representations as to the tax treatment or legal  
10 effect of the payments specified herein, and Class Members are not relying on any statement or  
11 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Participating Class  
12 Members understand and agree that they shall be responsible for the payment of all taxes and  
13 penalties assessed on the payments to Class Members as specified herein, and shall hold the Parties,  
14 Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from  
15 treatment of such payments as non-taxable, including the treatment of such payments as not subject  
16 to withholding or deduction for payroll and employment taxes. Class Counsel understands and  
17 agrees that they shall be responsible for the payment of all taxes and penalties assessed on the  
18 payments to Class Counsel herein, and shall hold the Parties, Class Counsel, and Defense Counsel  
19 free and harmless from and against any claims resulting from treatment of such payments as non-  
20 taxable, including the treatment of such payments as not subject to withholding or deduction for  
21 payroll and employment taxes.

22 44. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision  
23 of this Agreement, and no written communication or disclosure between or among the Parties,  
24 Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such  
25 communication or disclosure constitute or be construed or be relied upon as, tax advice within the  
26 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the  
27 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax  
28 counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered

1 into this Agreement based upon the recommendation of any other party or any attorney or advisor  
2 to any other party, and (c) is not entitled to rely upon any communication or disclosure by any  
3 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the  
4 acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation  
5 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of  
6 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax  
7 treatment or tax structure of any transaction, including any transaction contemplated by this  
8 Agreement.

9 45. Preliminary Approval of Settlement. Within thirty (30) calendar days of the  
10 execution of this Agreement, Plaintiffs will file an unopposed motion for preliminary approval and  
11 supporting papers with the Court, requesting that the Court enter a Preliminary Approval Order  
12 establishing a procedure for obtaining final approval of the Settlement. The Parties agree to work  
13 diligently and cooperatively to have their settlement and Agreement presented to the Court for  
14 preliminary approval. The Parties agree that the Court's conditional certification of the Class is for  
15 settlement purposes only and is in no way an admission by The Camp in the Action or in any other  
16 proceeding that class certification is proper.

17 46. Release by Plaintiffs and Participating Class Members: Upon the Final Settlement  
18 Date, Plaintiffs, and all other Participating Class Members shall be deemed to have Released  
19 Claims against the Released Parties, as defined herein.

20 47. Settlement Administration. Within thirty (30) calendar days of entry of the latter of  
21 the Court's Preliminary Approval Order or the Court's approval of settlement notice to the Class  
22 Members, The Camp shall provide the Settlement Administrator with the Class Information for  
23 purposes of mailing the Notice Packets to Class Members.

24 a. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the  
25 Settlement Administrator shall perform a search based on the National Change of Address  
26 Database maintained by the United States Postal Service to update and correct any known or  
27 identifiable address changes. Within ten (10) calendar days after receiving the Class Information  
28 from The Camp, the Settlement Administrator shall mail copies of the Notice Packet to all Class

1 Members, in English, via regular First Class U.S. Mail. The Settlement Administrator shall  
2 exercise its best judgment to determine the current mailing address for each Class Member. The  
3 address identified by the Settlement Administrator as the current mailing address shall be presumed  
4 to be the most current mailing address for each Class Member. The Parties agree that this  
5 procedure for notice provides the best practical notice to Class Members and fully complies with  
6 due process.

7 i. Undeliverable Notice Packets. Any Notice Packet returned to the  
8 Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed  
9 to the forwarding address affixed thereto within a reasonable amount of time. If no forwarding  
10 address is provided, then within ten (10) calendar days of receiving notice that the Notice Packet  
11 was undeliverable, the Settlement Administrator shall promptly attempt to determine a correct  
12 address by the use of skip-tracing, or other type of automated search, using the name, address  
13 and/or Social Security number of the Class Member involved, and shall then perform a re-mailing  
14 to the Class Member whose Notice Packet was returned as non-delivered, assuming another  
15 mailing address is identified by the Settlement Administrator. Class Members to whom the  
16 Settlement Administrator re-mailed a Notice Packet shall have an additional fifteen (15) calendar  
17 days from the date the Settlement Administrator re-mailed the Notice Packet to dispute information  
18 regarding employment status and total Eligible Workweeks during the Class Period. If these  
19 procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and  
20 if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended  
21 recipient shall nevertheless remain a Class Member and shall be bound by all terms of the  
22 Settlement and the Order and Final Judgment.

23 b. Determination of Individual Settlement Payments. The Settlement  
24 Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement  
25 Payment under the terms of this Agreement. The Settlement Administrator's determination of the  
26 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class  
27 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel and the Court.

1 In the absence of fraud or gross negligence, The Camp’s records shall be given the presumption of  
2 accuracy.

3 i. Disputes Regarding Employment Information. As reflected in  
4 **Exhibit 1** (Notice) and **Exhibit 2** (Opt-Out Form), if a Class Member wishes to dispute what is  
5 stated on the Notice as to his/her status as a current or former employee, and/or the total number of  
6 Eligible Workweeks that particular Class Member worked during the Class Period, the Notice and  
7 Opt-Out Form shall instruct the Class Member to, within fifteen (15) calendar days of the postmark  
8 on the Notice mailing, state his/her belief regarding whether he/she is a current or former  
9 employee, and/or the total number of workweeks he or she worked during the Class Period, sign  
10 that statement under penalty of perjury, provide any evidence in support of his/her contentions, and  
11 return the documentation and/or explanation to the Settlement Administrator. The postmark on the  
12 Class Member’s mailing of the dispute information to the Settlement Administrator shall constitute  
13 the return date for purposes of determining whether the dispute was timely. If there is a dispute  
14 related to a Class Member’s status as a current or former employee, and/or the total number of  
15 weeks that particular Class Member worked during the Class Period, the Settlement Administrator  
16 will consult with Class Counsel and The Camp’s counsel to determine whether an adjustment is  
17 warranted. The Settlement Administrator’s final determination of the foregoing issues, and in turn  
18 the amount that each Settlement Class Member is eligible to receive under this Settlement shall be  
19 binding upon the Settlement Class Members and the Parties. In the absence of circumstances  
20 indicating fraud, manipulation, or destruction, The Camp’s records will be given the presumption  
21 of accuracy. The Settlement Administrator shall decide the dispute based on the evidence, and  
22 notify the disputing Class Member of the decision, within ten (10) calendar days of its receipt of  
23 timely and valid dispute material. The postmark on the Settlement Administrator’s mailing of the  
24 decision shall constitute the notification date. The disputing Class Member shall be provided with  
25 a reasonable amount of time, after notification of the decision, to opt out of the Settlement if he/she  
26 chooses. If the time period between (1) the date that the Settlement Administrator notifies the  
27 disputing Class Member of its decision, and (2) the Final Response Deadline is less than ten (10)

1 calendar days, the last day for that particular Class Member to request for exclusion shall be  
2 extended to the date that is ten (10) calendar days following notification of the decision.

3 c. Disputes Regarding Administration of Settlement. Any dispute not resolved  
4 by the Settlement Administrator concerning the administration of the settlement shall be resolved  
5 by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in  
6 good faith and make use of the services of mediator Kim Deck, only if necessary, to resolve the  
7 dispute without the necessity of involving the Court.

8 d. Opt-Outs. The Class Notice shall explain that Class Members who wish to  
9 opt-out from the class action settlement must submit a request to opt-out of the settlement to the  
10 Settlement Administrator by the Response Deadline. The request to opt-out: (1) must contain the  
11 name, address, telephone number of the person requesting exclusion; (2) must be signed by the  
12 Class Member; and (3) must be postmarked by the Response Deadline and returned to the  
13 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense  
14 Counsel and the Court, the date of the postmark on the mailing envelope on the request to opt-out  
15 shall be the exclusive means used by the Settlement Administrator to determine whether a Class  
16 Member has timely requested to opt-out from the Settlement. Any Class Member who timely and  
17 properly requests to opt-out from the class action settlement shall not be entitled to any benefits  
18 under the Settlement and shall not be bound by the terms of the Settlement nor shall the Class  
19 Member have any right to object to the settlement or appeal from the entry of the Final Order and  
20 Judgment. Class Members who do not submit a valid and timely request to opt-out on or before the  
21 Response Deadline shall be bound by all terms of this Agreement and the Final Order and  
22 Judgment entered in this Action if the Settlement is finally approved by the Court. No later than  
23 ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide  
24 counsel for the Parties with a complete list of all Class Members who submitted a timely and valid  
25 request to opt-out. The Camp, at its sole discretion, shall then have the right, but not the obligation,  
26 to revoke the class action settlement if five percent (5%) or more of the Class Members timely  
27 exclude themselves. The Camp shall exercise its revocation rights, if at all, within thirty (30) days  
28 of the Response Deadline by providing written notice to Class Counsel. If any Party to this

1 Agreement exercises its right to revoke this Agreement, that Party shall be responsible for any  
2 administrative fees incurred up to and including the date of revocation.

3 e. Objections. The Class Notice shall state that Class Members who wish to  
4 object to the Settlement shall submit to the Settlement Administrator a written brief or statement of  
5 objection (“Notice of Objection”) by the Response Deadline, and/or personally appear at the Final  
6 Settlement Hearing and Object. The Notice of Objection must (1) state the full name of the Class  
7 Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) must  
8 be postmarked by the Response Deadline and returned to the Settlement Administrator at the  
9 specified address. Subject to review by Class Counsel, Defense Counsel and the Court, the date of  
10 the postmark on the mailing envelope on the Notice of Objection shall be the exclusive means used  
11 by the Settlement Administrator to determine whether a Class Member has timely submitted a  
12 written Notice of Objection to the Settlement. Class Members who fail to timely make objections  
13 in the manner specified herein shall be deemed to have waived any objections and shall be  
14 foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. At no  
15 time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise  
16 encourage or discourage Class Members to file and serve a Notice of Objection or appeal from the  
17 Final Order and Judgment.

18 f. Monitoring and Reviewing Settlement Administration. The Parties have the  
19 right to monitor and review the administration of the Settlement to verify that the monies allocated  
20 under the Settlement are distributed correctly, as provided for in this Agreement.

21 g. Best Efforts. The Parties pledge their good faith efforts in supporting the  
22 approval of the Settlement by the Court and lack of interference by the DLSE.

23 h. Funding and Allocation of Maximum Settlement Amount. Class Members  
24 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount,  
25 and no portion of the Maximum Settlement Amount shall revert to The Camp or result in an unpaid  
26 residue. The Camp shall provide to the Settlement Administrator in any feasible manner,  
27 including, but not limited to, by way of a wire transfer, the Maximum Settlement Amount no later  
28 than forty-five (45) days from the date of the Final Order and Judgment. In no event shall there be



1 any distribution from the Maximum Settlement Amount until after the Final Settlement Date and all  
2 conditions precedent specified in this Agreement have been completely satisfied. If this Settlement  
3 is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become  
4 effective for any reason, or if the Final Settlement Date does not occur, then no Maximum  
5 Settlement Amount shall be paid.

6 i. Individual Settlement Payments. Individual Settlement Payments shall be  
7 paid by the Settlement Administrator from the Net Settlement Amount and shall be paid pursuant to  
8 the formula set forth herein. The Settlement Administrator will mail the Individual Settlement  
9 Payments by regular First Class U.S. Mail to each Participating Class Member's last known  
10 mailing address within fifteen (15) days after the Final Settlement Date, the Settlement  
11 Administrator with the Maximum Settlement Amount. Individual Settlement Payments shall be  
12 allocated as follows: 1/3 as wages subject to all applicable tax withholdings, 1/3 as non-wage  
13 penalties not subject to payroll tax withholdings, and 1/3 as pre-judgment interest not subject to  
14 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each  
15 Participating Class Member for the portion of the Individual Settlement Payment allocated as  
16 wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue an  
17 IRS Form 1099 to each Participating Class Member for the portion of the Individual Settlement  
18 Payment allocated as non-wage penalties and interest and not subject to payroll tax withholdings.  
19 Each Participating Class Member's Individual Settlement Payment shall be calculated solely by the  
20 Settlement Administrator according to the following formula: The Net Settlement Amount will be  
21 defined as the Maximum Settlement Amount, less Settlement Administration Costs, Class Counsel  
22 Award, the Employer's Share of Payroll Taxes, and the Class Representatives Service Award.  
23 Each Class Member who fails to opt-out will be entitled, provisionally, to a share or shares of the  
24 Net Settlement Amount, which shall be a fixed proportional amount of the Net Settlement Amount  
25 per Eligible Workweek. Defendant's payroll records shall control, but Class Members will have  
26 the right to challenge their number of workweeks, as set forth in the Notice and Opt-Out Form in  
27 **Exhibits 1 and 2**. The Parties will work together in good faith with the Settlement Administrator  
28 to resolve any disputes regarding workweeks.

1                   i.       Individual Settlement Payments shall be made by check and shall be  
2 made payable to each Participating Class Member as set forth in this Agreement.

3                   ii.       If an Individual Settlement Payment check remains uncashed after  
4 One Hundred Eighty (180) days from issuance, the Settlement Administrator shall pay over the  
5 amount represented by the check, without the need to include interest, to the State of California  
6 State Controller's Office Unclaimed Property Fund within ten (10) days from the last day for  
7 Participating Class Members to cash Settlement Payment Checks. In such event, the Participating  
8 Class Member shall nevertheless remain bound by the Settlement. The Settlement Administrator  
9 shall notify the Parties that the uncashed Settlement Payment Checks have been paid to the State of  
10 California State Controller's Office Unclaimed Property Fund within five (5) days of the date that  
11 such payment was issued.

12                   iv.       Individual Settlement Payments Do Not Trigger Employment  
13 Relationship or Additional Benefits. All monies received by Participating Class Members under  
14 the Settlement which are attributable to wages shall constitute income to such Participating Class  
15 Members solely in the year in which such monies are actually received. It is expressly understood  
16 and agreed that the receipt of Individual Settlement Payments shall not entitle any Participating  
17 Class Member to additional compensation or benefits under any collective bargaining agreement or  
18 under any bonus, contest or other compensation or benefit plan or agreement in place during the  
19 period covered by the Settlement, nor shall it entitle any Participating Class Member to any  
20 increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the  
21 Parties that Individual Settlement Payments provided for in this Agreement are the sole payments  
22 to be made by The Camp to Participating Class Members in connection with this Settlement, and  
23 that the Participating Class Members are not entitled to any new or additional compensation or  
24 benefits as a result of having received the Individual Settlement Payments (notwithstanding any  
25 contrary language or agreement in any collective bargaining agreement or in any benefit or  
26 compensation plan document that might have been in effect during the period covered by this  
27 Settlement). Furthermore, the receipt of Individual Settlement Payments by Participating Class  
28

1 Members shall not, and does not, by itself establish any general, special, or joint employment  
2 relationship between and among the Participating Class Member(s) and The Camp.

3 48. Class Representatives Service Award. Subject to Court approval, Plaintiffs shall be  
4 paid a Class Representatives Service Award not to exceed Ten Thousand Dollars (\$10,000.00), or  
5 any lesser amount as awarded by the Court, for their time and effort in bringing and presenting the  
6 Action and for releasing their Released Claims. The Camp shall not oppose or object to Plaintiffs'  
7 request for a Class Representatives Service Award not to exceed Ten Thousand Dollars  
8 (\$10,000.00). The Class Representatives Service Award shall be paid to Plaintiffs from the  
9 Maximum Settlement Amount no later than fifteen (15) days after the Settlement Fund is fully  
10 funded. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for Plaintiffs'  
11 Class Representatives Service Award. Plaintiffs shall be solely and legally responsible to pay any  
12 and all applicable taxes on Plaintiffs' Class Representatives Service Award and shall hold harmless  
13 The Camp, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or  
14 interest arising as a result of payment of the Class Representatives Service Award. Any amount  
15 requested by Plaintiffs for the Class Representatives Service Award and not awarded by the Court  
16 shall become part of the Net Settlement Amount and shall be distributed to Participating Class  
17 Members as part of their Individual Settlement Payments.

18 49. Class Counsel Award. Subject to Court approval, Class Counsel shall be entitled to  
19 receive reasonable attorneys' fees in an amount of 1/3 (33.333%) of the Maximum Settlement  
20 Amount, which amounts to Two Hundred Fifty Thousand Dollars (\$250,000). In addition, subject  
21 to Court approval, Class Counsel shall be entitled to an award of reasonable costs associated with  
22 Class Counsel's prosecution of the Action in an amount not to exceed Thirty Thousand Dollars  
23 (\$30,000). Class Counsel shall provide the Settlement Administrator with a properly completed  
24 and signed IRS Form W-9 in order for the Settlement Administrator to process the Class Counsel  
25 Award approved by the Court. The Camp will not oppose or object to Plaintiffs' request for an  
26 award of attorneys' fees.

27 50. Settlement Administration Costs. The Settlement Administrator shall be paid from  
28 the Maximum Settlement Amount for the Settlement Administration Costs, which are estimated not

1 to exceed Twenty Five Thousand Dollars (\$25,000). To the extent actual Settlement Administration  
2 Costs are greater than that amount, such excess amount shall be taken out of the Maximum  
3 Settlement Amount. Any portion of the estimated or designated Settlement Administration Costs  
4 that are not in fact required to fulfill the total settlement administration costs shall become part of  
5 the Net Settlement Amount. The Parties agree to cooperate in the Settlement Administration  
6 process and to make all reasonable efforts to control and minimize Settlement Administration  
7 Costs.

8 a. The Parties each represent they do not have any financial interest in the  
9 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
10 could create a conflict of interest.

11 b. The Settlement Administrator shall keep the Parties timely apprised of the  
12 performance of all Settlement Administrator responsibilities required by the Settlement. The  
13 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”)  
14 pursuant to IRS rules and regulations in which the Maximum Settlement Amount shall be placed  
15 and from which payments required by the Settlement shall be made.

16 c. The Settlement Administrator shall be entitled to withdraw from the QSF its  
17 Settlement Administration Costs no earlier than fifteen (15) calendar days after the QSF is fully  
18 funded.

19 51. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon  
20 expiration of the Final Response Deadline, a Final Approval Hearing shall be conducted to  
21 determine whether to grant final approval of the Settlement, including determining the amounts  
22 properly payable for: (i) the Class Counsel Award; and (ii) the Class Representatives Service  
23 Award. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written  
24 report or declaration to the Parties describing the process and results of the administration of the  
25 Settlement to date, which report or declaration shall be filed by the Plaintiffs with the Court prior to  
26 the Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement  
27 Administrator shall post notice of final judgment on its website within seven (7) calendar days of  
28 entry of the Final Order and Judgment.

1           52.    Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary  
2 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not  
3 enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other  
4 reason, this Agreement shall be rendered null and void, any order or judgment entered by the Court  
5 in furtherance of this Settlement shall be treated as void from the beginning and this Agreement and  
6 any documents related to it shall not be used by any Class Member or Class Counsel to support any  
7 claim or request for class certification in the Action, and shall not be used in any other civil,  
8 criminal or administrative action against The Camp or any of the other Released Parties. If The  
9 Camp elects to revoke the Settlement, as specified herein, the Parties and any monies required to be  
10 paid under this Settlement shall be returned to their respective statuses as of the date and time  
11 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects  
12 as if this Agreement had not been executed, except that any Settlement Administration Costs  
13 already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by  
14 The Camp. If an appeal is filed from the Court’s Final Order and Judgment, or any other appellate  
15 review is sought, administration of the Settlement shall be stayed pending final resolution of the  
16 appeal. Any fees incurred by the Settlement Administrator prior to it being notified of the filing of  
17 an appeal from the Court’s Final Order and Judgment, or any other appellate review, shall be paid  
18 by The Camp to the Settlement Administrator.

19           53.    No Admission by The Camp. The Camp denies all claims alleged in this Action and  
20 denies all wrongdoing whatsoever by The Camp. Neither this Agreement, nor any of its terms and  
21 conditions, nor any of the negotiations connected with it, is a concession or admission, and none  
22 shall be used against The Camp as an admission or indication with respect to any claim of any  
23 fault, concession, or omission by The Camp or that class certification is proper under the standard  
24 applied to contested certification motions. The Parties stipulate and agree to the certification of the  
25 proposed class for settlement purposes only. As part of this Settlement, The Camp shall not be  
26 required to enter into any consent decree nor shall The Camp be required to agree to any provision  
27 for injunctive or prospective relief. The Parties further agree that this Agreement will not be  
28 admissible in this or any other proceeding as evidence that either (i) a class action should be

1 certified or (ii) The Camp is liable to Plaintiffs or any Class Member, other than according to the  
2 terms of this Agreement.

3 54. Exhibits and Headings. The terms of this Agreement include the terms set forth in  
4 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.  
5 The Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of  
6 any paragraphs or sections of this Agreement are inserted for convenience of reference only.

7 55. Interim Stay of Action. The Parties agree to stay and to request that the Court stay  
8 all proceedings in the Action, except such proceedings necessary to implement and complete the  
9 Settlement and enter the Final Order and Judgment.

10 56. Amendment or Modification. This Agreement may be amended or modified only by  
11 a written instrument signed by counsel for all Parties or their successors-in-interest.

12 57. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
13 agreement between the Parties, and no oral or written representations, warranties, or inducements  
14 have been made to Plaintiffs or The Camp concerning this Agreement or its Exhibits other than the  
15 representations, warranties, and covenants contained and memorialized in this Agreement and its  
16 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on  
17 the Parties.

18 58. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense  
19 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to  
20 negotiate this Agreement and to take all appropriate actions required or permitted to be taken by  
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents  
22 required to effectuate the terms of this Agreement. The Parties, Class Counsel and Defense  
23 Counsel shall cooperate with each other and use their best efforts to effect the implementation of  
24 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any  
25 document needed to implement the Settlement, or on any supplemental provisions that may become  
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
27 and/or mediator Kim Deck to resolve such disagreement. The person signing this Agreement on  
28 behalf of The Camp represents and warrants that he is authorized to sign this Agreement on behalf

1 of The Camp. Plaintiffs represents and warrants that he is authorized to sign this Agreement and  
2 that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.  
3 The Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any  
4 construction made of this Agreement, the same shall not be construed against any of the Parties.

5 59. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
6 inure to the benefit of, the successors and assigns of the Parties.

7 60. California Law Governs. All terms of this Agreement and the Exhibits hereto shall  
8 be governed by and interpreted according to the laws of the State of California, without giving  
9 effect to any law that would cause the laws of any jurisdiction other than the State of California to  
10 be applied.

11 61. Counterparts. This Agreement may be executed in one or more counterparts. All  
12 executed counterparts and each of them shall be deemed to be one and the same instrument.  
13 Facsimile or PDF signatures may be used for the same purposes as an original. Any executed  
14 counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

15 62. This Settlement is Fair, Adequate and Reasonable. Plaintiffs represent that this  
16 Settlement is a fair, adequate, and reasonable settlement of the Action and Plaintiffs have arrived at  
17 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,  
18 present and potential.

19 63. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the  
20 Court shall retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 with respect  
21 to the interpretation, implementation, and enforcement of the terms of this Agreement and all  
22 orders and judgments entered in connection therewith, and the Parties, Class Counsel and Defense  
23 Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and  
24 enforcing the Settlement embodied in this Agreement and all orders and judgments entered in  
25 connection therewith.

26 64. Invalidity of Any Provision. Before declaring any term or provision of this  
27 Agreement invalid, the Parties request that the Court first attempt to construe the terms or  
28

1 provisions valid to the fullest extent possible consistent with applicable precedents so as to define  
2 all provisions of this Agreement as valid and enforceable.

3 65. Binding Nature of Notice of Class Action Settlement. It is agreed that because the  
4 Class Members are numerous, it is impossible or impractical to have each Class Member execute  
5 the Agreement. The Class Notice shall advise all Class Members of the binding nature of the  
6 Settlement, and the release of Released Claims and shall have the same force and effect as if this  
7 Agreement were executed by each Participating Class Member.

8 66. Plaintiffs and Class Counsel shall not publicize the Settlement or the Action to any  
9 representative of any print, radio, internet, or television media. If Plaintiffs and/or Class Counsel  
10 are contacted regarding this Action, they agree to only state that the lawsuit exists/existed and has  
11 been resolved. Class Counsel will take all steps necessary to ensure that Plaintiffs are aware of,  
12 and will ensure that Plaintiffs adhere to, the restriction against any media comment on the  
13 Settlement and its terms. The Camp may make such disclosures of the Settlement as required by its  
14 auditors, lenders, insurers, stockholders, government agencies, or by applicable securities laws, if  
15 any.

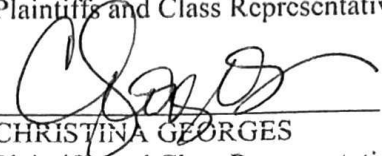


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Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
AMY PRIVE  
Plaintiffs and Class Representatives

Dated: AUGUST 20, 2021

By:   
CHRISTINA GEORGES  
Plaintiffs and Class Representatives

Dated: \_\_\_\_\_, 2021

THE CAMP BOOTCAMP, INC.  
  
By: \_\_\_\_\_  
  
Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_, 2021

LAW OFFICES OF SEAN S. VAHDAT &  
ASSOCIATES APLC; JAMES  
HAWKINS APLC  
  
By: \_\_\_\_\_  
SEAN SASAN VAHDAT  
JAMES R. HAWKINS  
Attorneys for Plaintiffs  
AMY PRIVE AND CHRISTINA  
GEORGES

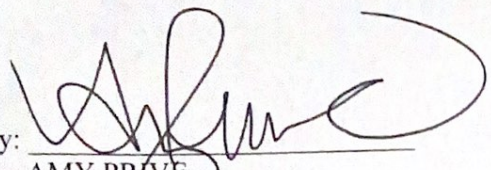
Dated: \_\_\_\_\_, 2021

McDERMOTT WILL & EMERY LLP  
  
By: \_\_\_\_\_  
MARIA C. RODRIGUEZ  
MICHELLE S. STROWHIRO  
ELVIRA R. KRAS  
Attorneys for Defendant  
THE CAMP BOOTCAMP INC.

McDERMOTT WILL & EMERY LLP  
ATTORNEYS AT LAW  
LOS ANGELES

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Dated: 8/19/21, 2021

By:   
AMY PRIVE  
Plaintiffs and Class Representatives

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
CHRISTINA GEORGES  
Plaintiffs and Class Representatives

Dated: \_\_\_\_\_, 2021

THE CAMP BOOTCAMP, INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: \_\_\_\_\_, 2021

LAW OFFICES OF SEAN S. VAHDAT &  
ASSOCIATES APLC; JAMES  
HAWKINS APLC  
By: \_\_\_\_\_  
SEAN SASAN VAHDAT  
JAMES R. HAWKINS  
Attorneys for Plaintiffs  
AMY PRIVE AND CHRISTINA  
GEORGES

Dated: \_\_\_\_\_, 2021

McDERMOTT WILL & EMERY LLP  
By: \_\_\_\_\_  
MARIA C. RODRIGUEZ  
MICHELLE S. STROWHIRO  
ELVIRA R. KRAS  
Attorneys for Defendant  
THE CAMP BOOTCAMP INC.

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Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
AMY PRIVE  
Plaintiffs and Class Representatives

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
CHRISTINA GEORGES  
Plaintiffs and Class Representatives

Dated: 09/07 \_\_\_\_\_, 2021

THE CAMP BOOTCAMP, INC.

By: DocuSigned by:  
*Alyandra Font*  
40398730855E488 \_\_\_\_\_

Its: CEO \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: 8-19 \_\_\_\_\_, 2021

LAW OFFICES OF SEAN S. VAHDAT &  
ASSOCIATES APLC; JAMES  
HAWKINS APLC

By: *S.V.* \_\_\_\_\_

SEAN SASAN VAHDAT  
JAMES R. HAWKINS  
Attorneys for Plaintiffs  
AMY PRIVE AND CHRISTINA  
GEORGES

Dated: \_\_\_\_\_, 2021

McDERMOTT WILL & EMERY LLP

By: \_\_\_\_\_  
MARIA C. RODRIGUEZ  
MICHELLE S. STROWHIRO  
ELVIRA R. KRAS  
Attorneys for Defendant  
THE CAMP BOOTCAMP INC.

McDERMOTT WILL & EMERY LLP  
ATTORNEYS AT LAW  
LOS ANGELES

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Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
AMY PRIVE  
Plaintiffs and Class Representatives

Dated: \_\_\_\_\_, 2021

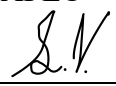
By: \_\_\_\_\_  
CHRISTINA GEORGES  
Plaintiffs and Class Representatives

Dated: \_\_\_\_\_, 2021

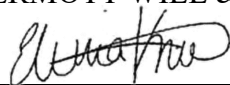
THE CAMP BOOTCAMP, INC.  
  
By: \_\_\_\_\_  
  
Its: \_\_\_\_\_

**APPROVED AS TO FORM AND CONTENT:**

Dated: 8-19 \_\_\_\_\_, 2021

LAW OFFICES OF SEAN S. VAHDAT &  
ASSOCIATES APLC; JAMES  
HAWKINS APLC  
  
By:  \_\_\_\_\_  
SEAN SASAN VAHDAT  
JAMES R. HAWKINS  
Attorneys for Plaintiffs  
AMY PRIVE AND CHRISTINA  
GEORGES

Dated: September 10 \_\_\_\_\_, 2021

McDERMOTT WILL & EMERY LLP  
  
By:  \_\_\_\_\_  
MARIA C. RODRIGUEZ  
MICHELLE S. STROWHIRO  
ELVIRA R. KRAS  
Attorneys for Defendant  
THE CAMP BOOTCAMP INC.