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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 ANDREW PEASE, on behalf of himself and all
13 others similarly situated,

14 Plaintiffs,

15 v.

16 WATTRANS, INC., a California corporation;
17 and DOES 1 through 100, inclusive,

18 Defendants.

CASE NO.: CIVDS1919832

**CLASS ACTION SETTLEMENT
AGREEMENT**

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1 This Class Action Settlement Agreement is entered into by and between Plaintiff Andrew
2 Pease, individually and on behalf of all others similarly situated, and Defendant Wattrans, Inc.,
3 and is approved by their respective counsel of record, subject to the terms and conditions hereof
4 and the Court’s approval. The settlement memorialized in this Settlement Agreement is referred
5 to hereinafter as the “Settlement.”

6 **A. Definitions**

7 1. “Action” or “Lawsuit” means and refers to the case entitled *Andrew Pease v.*
8 *Wattrans, Inc., et al.* San Bernardino County Superior Court Case No. CIVDS1919832.

9 2. “Agreement” or “Settlement Agreement” shall mean this Class Action Settlement
10 Agreement.

11 3. “Class Counsel” refers to Jonathan Melmed of Melmed Law Group PC and
12 Mehrdad Bokhour of Bokhour Law, P.C.

13 4. “Class Data” means a complete list of all Settlement Class Members that Defendant
14 will diligently and in good faith compile from their records and provide to the Settlement
15 Administrator within twenty (20) days after entry of the Preliminary Approval Order. The Class
16 List shall be on one spreadsheet and shall include the Settlement Class Members’ full names; last
17 known addresses; telephone numbers; Social Security Numbers; and the total Weeks Worked
18 during the Class Period for each Settlement Class Member.

19 5. “Class Period” is deemed to be the period between July 8, 2015 through July 8,
20 2019.

21 6. “Class Representative” or “Plaintiff” means and refers to Andrew Pease.

22 7. “Complaint” refers to the complaint filed on July 8, 2019.

23 8. “Court” (or “Judge”) means the California Superior Court, County of San
24 Bernardino.

25 9. “Defendant” means and refers to Wattrans, Inc.

26 10. “Defendant’s Counsel” or “Defense Counsel” means and refers to Hillary Arrow
27 Booth of Booth LLP.

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1 11. “Effective Date” means the latest of the following dates: (i) if no Class Member
2 timely and properly intervenes or files a motion to vacate the judgment approving the Settlement
3 Agreement under Code of Civil Procedure § 663, the date the Court enters an order granting Final
4 Approval of the Settlement Agreement; (ii) if a Class Member intervenes or files a motion to
5 vacate the judgment approving the Settlement Agreement, sixty-one (61) calendar days following
6 the date the Court enters an order granting final approval, assuming no appeal is filed; or (iii) if a
7 Class Member intervenes or files a motion to vacate the judgment approving the Settlement
8 Agreement, and if a timely appeal is filed, the date of final resolution of that appeal (including any
9 requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the
10 Settlement Agreement.

11 12. “Final Approval” refers to the order of the Court granting final approval of this
12 Settlement Agreement and entering a judgment approving this Agreement (the “Judgment”) on
13 substantially the terms provided herein or as the same may be modified by subsequent agreement
14 of the Parties.

15 13. “Final Settlement Class” means, collectively, all Settlement Class Members who
16 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

17 14. “Individual Settlement Amount” shall have the meaning ascribed to it in Paragraph
18 45(c) below.

19 15. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 45(b)
20 below.

21 16. “Notice” means the notice of settlement of class action and hearing that will be sent
22 to the Settlement Class Members.

23 17. “Notice Response Deadline” is 45 calendar days from the date the Notice is mailed
24 to the Settlement Class Members.

25 18. “Objecting Settlement Class Member” means a Settlement Class Member, other
26 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement, pursuant
27 to Paragraph 65(c) below.

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1 19. “Participating Class Member” means any and all Settlement Class Members who
2 are deemed to participate and receive an Individual Settlement Amount and do not opt-out by
3 submitting timely valid Requests for Exclusion.

4 20. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and Defendant,
5 collectively.

6 21. “Preliminary Approval Date” means the date the Court approves the Settlement
7 Agreement, and any exhibits thereto, and enters the Preliminary Approval Order.

8 22. “Preliminary Approval Order” means the judicial order to be entered by the Court,
9 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and
10 providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the
11 Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on
12 the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Defendant
13 will not object to Plaintiff’s motion for preliminary approval, but will be provided with an
14 opportunity to review and comment upon the motion before it is filed.

15 23. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
16 for the benefit of the Final Settlement Class, and from which the settlement payments shall be
17 made.

18 24. “Released Claims” by the Participating Class Members upon Final Approval of the
19 Settlement will include, but are not limited to, all claims, obligations, demands, actions, rights,
20 causes of action and liabilities which were pled in the operative Complaint or that could have been
21 pled based on the facts alleged therein, including but not limited to claims for: (a) failure to pay
22 separately and hourly for time spent by drivers on rest breaks (b) failure to provide rest breaks, (c)
23 failure to reimburse business expenses (d) failure to provide accurate itemized wage statements,
24 (e) failure to timely pay wages, including failure to timely pay final wages, (f) unfair and unlawful
25 competition pursuant to Business and Professions Code §17200 *et seq.*, and (g) all other civil and
26 statutory penalties, including those recoverable under the Private Attorneys General Act, Labor
27 Code § 2698 *et seq.*, based on the facts or claims alleged in the Complaint, including but not
28 limited to statutory, constitutional, or contractual damages; unpaid costs; penalties; punitive

1 damages; interest; attorneys’ fees; litigation costs; restitution; and equitable relief.

2 25. “Released Parties” means Defendant and its present and former officers, directors,
3 owners, members, managers, shareholders, agents, parent entities, subsidiaries, insurers, operators,
4 partners, successors, and assignees.

5 26. “Release Period” shall be the time period governing the Released Claims, which
6 shall be from July 8, 2015 through July 8, 2019 (which is identical to the Class Period).

7 27. “Release” shall mean the release and discharge of the Released Claims by Plaintiff
8 and all of the Participating Class Members, and their assignees, as set forth in Sections D and E
9 below.

10 28. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 65(a)
11 below.

12 29. “Service Payment” or “Service Award” means the amount approved by the Court
13 to be paid to the Class Representative, Andrew Pease, in addition to his Individual Settlement
14 Amount as a Participating Class Member.

15 30. “Settlement Administrator” means and refers to the third-party class action
16 settlement administrator that will be selected by the Parties based on mutual agreement, who will
17 provide the Notice to the Class Members and distribute the Settlement Amounts as described in
18 this Agreement.

19 31. “Settlement Administration Costs” means the costs payable from the Settlement
20 Amount to the Settlement Administrator for administering this Settlement, including, but not
21 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
22 distributing the Settlement Amount, and providing necessary reports and declarations, as requested
23 by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount,
24 including, if necessary, any such costs in excess of the amount represented by the Settlement
25 Administrator as being the maximum costs necessary to administer the Settlement.

26 32. “Settlement Amount” shall have the meaning ascribed to it in Paragraph 45(a)
27 below.

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1 33. “Settlement Class” is defined as all current and former drivers who were employed
2 by Defendant in California, at any time during the Class Period.

3 34. “Settlement Class Member” or “Class Member(s)” refers to individual members of
4 the Settlement Class.

5 35. “Weeks Worked” for each Settlement Class Member means the number of weeks
6 during the Class Period in which the Settlement Class Member worked at least one (1) shift.

7 **B. General Terms**

8 36. Plaintiff filed a class action complaint in the Court against defendant Wattrans, Inc.
9 on July 8, 2019, which alleged claims for (a) failure to pay separately and hourly for time spent by
10 drivers, (b) failure to provide rest breaks, (c) failure to reimburse business expenses, (d) failure to
11 provide accurate itemized wage statements, (e) failure to timely pay final wages, (f) unfair and
12 unlawful competition, and (g) all other civil and statutory penalties, including those recoverable
13 under the Private Attorneys General Act, Labor Code § 2698 *et seq* ”

14 37. Defendant denies Plaintiff’s claims and allegations and contends that the Action is
15 not suitable for class certification.

16 38. The Class Representative believes he can proceed with his representative and class
17 claims, that the Action is meritorious, and that class certification is appropriate.

18 39. The Parties have conducted a thorough investigation into the facts of the Action.
19 This includes conducting an extensive exchange of informal discovery, including Defendant’s
20 written policies and practices and the production of a sampling of payroll and timekeeping records
21 for Settlement Class Members. Class Counsel is both knowledgeable about and has done
22 extensive research with respect to the applicable law and potential defenses to the claims of the
23 Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members’
24 claims against Defendant. Based on the foregoing data and on their own independent
25 investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant
26 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable,
27 and adequate and is in the best interest of the Class Members in light of all known facts and
28 circumstances, including the risk of significant delay and uncertainty associated with litigation,

1 various defenses asserted by Defendant, and numerous potential appellate issues.

2 40. On December 2, 2019, Plaintiff and Defendant participated in a mediation in Los
3 Angeles, California, before Hon. Gail Andler (Ret.), a highly experienced class action mediator.
4 Although the matter did not settle at mediation, the Parties continued settlement discussions, and
5 the matter resolved after engaging Hon. Mitchel Goldberg (Ret.) for the evaluation of Defendant’s
6 financial condition.

7 41. The Parties agree that the Parties’ Settlement, this Agreement, and any acts to be
8 performed or judgments to be entered pursuant to the terms of the Settlement and Agreement shall
9 not be construed as an admission by Defendant of any wrongdoing, violation of any statute or law,
10 or liability on the claims or allegations in the Action.

11 42. Stipulation for Class Certification. For settlement purposes only, Defendant will
12 stipulate that the Settlement Class Members described herein who do not request exclusion from
13 the Settlement Class may be conditionally certified as a settlement class. This stipulation to
14 certification is in no way an admission that class action certification is proper and shall not be
15 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
16 Should the Court fail to issue Final Approval for any reason, the Parties’ stipulation to class
17 certification as part of the Settlement shall become null and void *ab initio* and shall have no
18 bearing on, and shall not be admissible in connection with, the issue of whether or not certification
19 would be appropriate in a non-settlement context. Defendant expressly reserves its rights and
20 declares that it will continue to oppose class certification and contest the substantive merits of the
21 case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and
22 declares that he will continue to pursue class certification and a trial should the Court fail to issue
23 Final Approval.

24 **C. Terms of Settlement**

25 43. The financial terms of the Settlement are as follows:

26 (a) Gross Settlement Amount: The Parties agree to settle this Action for Two
27 Hundred Thousand Dollars (\$200,000.00) (“the Settlement Amount”). The Settlement Amount is
28 the maximum amount that will be paid, and includes Individual Settlement Amounts, attorneys’

1 fees of Class Counsel, costs and expenses, the Service Payment to the Class Representative, all
2 Settlement Administration Costs, and payment to the California Labor & Workforce Development
3 Agency (“LWDA”) for PAGA penalties. However, Defendant shall be required to separately pay
4 the employer’s share of payroll taxes due on the Individual Settlement Amounts.

5 (b) Net Settlement Amount: The “Net Settlement Amount” is defined as the
6 Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by the Court,
7 the Service Payment to the Class Representative as awarded by the Court, the Settlement
8 Administration Costs, and payment to the LWDA for PAGA penalties. In the event that the Court
9 reduces the attorneys’ fees, costs, expenses or Service Award, the amount of any such reduction
10 shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

11 (c) Individual Settlement Amounts for the Settlement Class: The Individual
12 Settlement Amount for each Settlement Class Member will be calculated by the Settlement
13 Administrator using the Class Data provided by Defendant as follows. Compensable workweeks
14 will be all Weeks Worked by the Settlement Class Members during the Class Period. The dollars
15 per compensable workweek will be calculated by dividing the total Weeks Worked by Settlement
16 Class Members into the Net Settlement Amount to determine a per workweek value (“Workweek
17 Value”). The Workweek Value will be multiplied by each Class Member’s Weeks Worked to
18 determine the distribution, prior to legal deductions, for that Class Member. If there are any
19 timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately
20 increase the Individual Settlement Amount for each Participating Class Member so that the
21 amount actually distributed to Participating Class Members equals 100% of the Net Settlement
22 Amount.

23 (d) Allocation of Individual Settlement Amounts: The Individual Settlement
24 Amounts will be allocated based on the allegations in the Action as follows: twenty percent
25 (20%) will be paid as wages subject to withholding of all applicable local, state and federal taxes;
26 and eighty percent (80%) will be paid as interest and as penalties from which no taxes will be
27 withheld. The Settlement Administrator will issue to each Settlement Class Member an Internal
28 Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a

1 Form 1099 with respect to the penalties and interest allocations.

2 (e) Service Payment to Class Representative: The amount, if any, awarded to
3 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
4 exceed \$7,500. Defendant agrees not to oppose this request. The Service Payment to Plaintiff
5 will be paid out of the Settlement Amount. The Class Representative will be bound by the Release
6 as well as a General Release, set forth below, in exchange for the Service Payment and will be
7 issued an IRS Form 1099 in connection with this payment. Plaintiff shall be solely and legally
8 responsible to pay any and all applicable taxes on the Service Payment. The Parties agree that any
9 amount less than the requested amount awarded as the Service Payment to Plaintiff shall not be a
10 basis for Class Counsel to void this Agreement. Should the Court approve a lesser amount for the
11 Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to
12 the Participating Class Members.

13 (f) Attorneys' Fees and Costs: Defendant agrees to not oppose a request by
14 Class Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement
15 Amount, plus reasonable litigation costs not to exceed \$15,000. Defendant agrees not to oppose
16 any contention by Class Counsel that attorneys' fees should be based on the common fund theory.
17 Should the Court approve a lesser amount than what is sought by Class Counsel, the difference
18 shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.
19 Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to
20 rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator
21 shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs
22 awarded by the Court.

23 (g) Settlement Administration Costs: The fees and other charges of the
24 Settlement Administrator will be paid from the Settlement Amount.

25 (h) PAGA Penalties: The Parties agree that \$5,000 is allocated to PAGA
26 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
27 amount, \$3,750 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties
28 under the Private Attorney General Act of 2004 ("PAGA") and \$1,250 (25%) will be included in

1 the Net Settlement Amount, payable to the Settlement Class Members.

2 (i) Tax Liability: Class Counsel and Defendant make no representation as to
3 the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement
4 Class Members are not relying on any statement or representation by Class Counsel or Defendant
5 in this regard. Plaintiff and Participating Class Members understand and agree that they will be
6 solely responsible for the payment of any taxes and penalties assessed on their respective
7 payments described herein. The amount of federal income tax withholding will be based upon a
8 flat withholding rate for supplemental wage payments in accordance with Treas. Reg. §
9 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made
10 pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or
11 Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code
12 of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations
13 promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement,
14 the processes set forth in this Section may be modified in a manner to bring Defendant into
15 compliance with any such changes.

16 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
17 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
18 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
19 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
20 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
21 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
22 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
23 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED
24 UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
25 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
26 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
27 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
28 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO

1 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
2 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
3 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
4 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
5 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
6 OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
7 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
8 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
9 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT
10 OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
11 CONTEMPLATED BY THIS AGREEMENT.

12 44. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under
13 no circumstances will any portion of the Settlement Amount revert to Defendant. Participating
14 Class Members will not have to make a claim in order to receive an Individual Settlement
15 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to
16 each Participating Class Member. Any unclaimed funds in the Settlement Administrator's account
17 as a result of a failure to timely cash a settlement check shall be handled by the Settlement
18 Administrator and be issued to the California State Controller in the name of the Participating
19 Class Member.

20 45. Increase in Class Size. Defendant represents that there are approximately 75 drivers
21 during the Class Period. Defendant has represented that the Class consists of a total of
22 approximately 4722 workweeks during the Class Period. In the event that the actual workweek
23 size exceeds this amount by more than 15%, Defendant shall increase the Gross Settlement
24 Amount based on the workweek value provided by the Claims Administrator based on the total
25 workweeks for the 75 employees.

26 46. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
27 will so represent same to the Court.

28

1 **D. Release by the Settlement Class**

2 47. Upon entry of the Final Approval Order, the Participating Class Members will
3 forever completely release and discharge the Released Parties from the Released Claims for the
4 Release Period. This Release does not apply to any obligations the Released Parties may have to
5 the Participating Class Members under the express provisions of this Agreement.

6 48. Each Participating Class Member will be deemed to have made the foregoing
7 Release as if by manually signing it.

8 49. Plaintiff and Defendant intend that the Settlement described in this Agreement will
9 release and preclude any further claim, whether by lawsuit, administrative claim or action,
10 arbitration, demand, or other action of any kind, by each and all of the Participating Class
11 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
12 Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not
13 apply to any Class Member who timely and validly opts out of the Settlement.

14 50. The Class Representative, on behalf of himself and the Settlement Class,
15 acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the
16 Action, are disputed, and that the payments set forth herein constitute payment of all sums
17 allegedly due to him and the Settlement Class. The Class Representative, on behalf of herself and
18 the Settlement Class, acknowledges and agrees that California Labor Code Section 206.5 is not
19 applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

20 An employer shall not require the execution of any release of any
21 claim or right on account of wages due, or to become due, or made
22 as an advance on wages to be earned, unless payment of those
23 wages has been made.

24 **E. Release by Class Representative**

25 51. As a material inducement to Defendant to enter into this Settlement Agreement, the
26 Class Representative does hereby, for himself and for his respective spouses, heirs, successors,
27 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,
28 personal representatives, and assigns, forever and completely release and discharge the Released

1 Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
2 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
3 expenses (including back wages, statutory penalties, civil penalties, liquidated damages,
4 exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the
5 beginning of time through the execution of this Agreement, whether known or unknown,
6 suspected or unsuspected, including but not limited to all claims arising out of, based upon, or
7 relating to the Class Representative's employment with or work for Defendant or the remuneration
8 for or termination of such employment (collectively, the "Class Representative's Claims").

9 52. Without limiting the generality of the foregoing, the Class Representative expressly
10 releases all claims or rights against Released Parties arising out of or relating to alleged violations
11 of any contracts, express or implied (including but not limited to any contract of employment);
12 any contract or covenant of good faith and fair dealing (express or implied); any tort, including
13 any claim for improper or unauthorized wage deductions, failure to pay the applicable wage,
14 unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime,
15 and alleged "off the clock" work under federal and state law, including California Labor Code
16 Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages
17 or penalties pursuant to California Labor Code Section 226, meal period and rest break payments
18 and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide
19 itemized wage statements pursuant to California Labor Code Section 226, statutory or civil
20 penalties pursuant to California Labor Code Sections 210, failure to indemnify for business
21 expenses pursuant to Labor Code section 2802, unfair competition and unfair business practices
22 pursuant to Business and Professions Code Section 17200 *et seq.*, interest and costs pursuant to
23 California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or
24 common law rights to attorneys' fees and costs, including those pursuant to California Labor Code
25 Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section
26 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or
27 regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar
28 causes of action, including but not limited to, any claim for restitution, equitable relief, interest,

1 penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of
2 emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful
3 discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of
4 public policy; any legal restrictions on Defendant's right to discharge employees; and any federal,
5 state, or other governmental statute, regulation, or ordinance, including, without limitation: (1)
6 Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin
7 discrimination or harassment, including retaliation for reporting discrimination or harassment); (2)
8 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) (equal pay); (4)
9 Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5) Family
10 and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (6) California Fair
11 Employment and Housing Act, Cal. Government Code § 12900 et seq. (discrimination or
12 harassment in employment and/or housing, including discrimination or harassment based on race,
13 religious creed, color, national origin, ancestry, disability, marital status, sex (including
14 pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California
15 Family Rights Act, Cal. Government Code § 12945.1 et seq. (family/medical leave); (8) California
16 Labor Code, including Section 1720 et seq., or any Industrial Welfare Commission Wage Order;
17 (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or
18 harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the
19 Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; and (13)
20 Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits).

21 53. The Class Representative agrees that there is a risk that any injury that he may have
22 suffered by reason of the Released Parties' relationship with him might not now be known, and
23 there is a further risk that said injuries, whether known or unknown at the date of this Settlement
24 Agreement, might possibly become progressively worse, and that as a result thereof further
25 damages may be sustained. Nevertheless, the Class Representative agrees to forever and fully
26 release and discharge the Released Parties, and understands that by the execution of this
27 Settlement Agreement no further claims for any such injuries that existed at the time of the
28 execution of this Settlement Agreement may ever be asserted by the Class Representative with

1 respect to claims arising in the time period from the beginning of time to the execution of this
2 Settlement Agreement.

3 54. Class Representative expressly waives and relinquishes all rights and benefits
4 afforded by Section 1542 of the Civil Code of the State of California and does so understanding
5 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
6 Code of the State of California states:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
8 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
9 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
10 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
11 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
12 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
13 OR RELEASED PARTY.

14 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
15 full and complete release and discharge of all parties, the Class Representative and Class Counsel
16 expressly acknowledge that this Settlement Agreement is intended to include in its effect, without
17 limitation, all claims that the Class Representative knew of, as well as all claims that she does not
18 know or suspect to exist in her favor against the Released Parties, or any of them, for the time
19 period from the beginning of time to the execution of this Settlement Agreement, and that this
20 Settlement Agreement contemplates the extinguishment of any such claims.

21 **F. Interim Stay of Proceedings**

22 55. Pending completion of all of the prerequisites necessary to effectuate this
23 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
24 except such as are necessary to effectuate the Settlement.

25 **G. Notice Process**

26 56. Appointment of Settlement Administrator. The Parties have agreed to the
27 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
28 including mailing the Notice, using standard devices to obtain forwarding addresses,

1 independently reviewing and verifying documentation associated with any claims or opt-out
2 requests, resolving any disputes regarding the calculation or application of the formula for
3 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to
4 Participating Class Members, issuing W-2 and 1099 Tax Forms, and performing such other tasks
5 as set forth herein or as the Parties mutually agree or that the Court orders.

6 57. Disputes Regarding Settlement Administration. Any and all disputes relating to
7 administration of the Settlement by the Settlement Administrator (except for disputes regarding
8 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
9 over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify
10 the Court that all payments and obligations contemplated by this Settlement Agreement have been
11 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
12 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
13 Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and
14 Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid
15 pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up
16 all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate
17 government authorities.

18 58. Class Data. Within twenty (20) days after entry of the Preliminary Approval Order,
19 Defendant shall provide to the Settlement Administrator on one spreadsheet a list of all Settlement
20 Class Members, including the Class Members' full names, last known addresses, telephone
21 numbers, social security numbers, and the total Weeks Worked by each Class Member during the
22 Class Period. The Settlement Administrator will run a check of the Class Members' addresses
23 against those on file with the U.S. Postal Service's National Change of Address List. The Class
24 Data provided to the Settlement Administrator will remain confidential and will not be used or
25 disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's
26 express written consent, or by order of the Court.

27 59. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
28 Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within

1 ten (10) calendar days following the Settlement Administrator’s receipt of the Class Data. The
2 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
3 addresses of Settlement Class Members if any envelopes are returned.

4 60. Returned Notices. The Settlement Administrator will take steps to ensure that the
5 Notice is received by all Settlement Class Members, including utilization of the National Change
6 of Address Database maintained by the United States Postal Service to review the accuracy of
7 Settlement Class Member mailing addresses and, if possible, to update a mailing address. If the
8 Settlement Administrator learns of a failed mailing and obtains an updated address for that
9 mailing, Notices will be re-mailed to that Class Member within ten (10) calendar days of the
10 receipt of the updated address. The Notice shall be identical to the original Notice, except that it
11 shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by
12 the later of the Notice Response Deadline or fifteen (15) days after the postmark date of the re-
13 mailed Notice.

14 61. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if
15 an envelope has not been returned within forty-five (45) days of the mailing, the Settlement Class
16 Member received the Notice.

17 62. Disputes Regarding Class Data. Class Members are deemed to participate in the
18 Settlement, unless they opt-out. The Notice will inform each Class Member of his/her estimated
19 Individual Settlement Amount and the number of weeks he/she worked during the Class Period.
20 Class Members may dispute their Weeks Worked if they feel they worked more weeks for
21 Defendant during the Class Period than the Defendant’s records show by timely submitting
22 evidence to the Settlement Administrator. Defendant’s records will be presumed determinative
23 absent reliable evidence to rebut the records, but the Settlement Administrator will evaluate any
24 evidence submitted by a Class Member and provide the evidence submitted to Class Counsel and
25 Defense Counsel who agree to meet and confer in good faith about the evidence to determine the
26 Class Member’s actual number of workweeks and estimated Individual Settlement Amount. If
27 Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the
28 Settlement Administrator to render a final decision. Class Members will have until the Notice

1 Response Deadline to dispute Weeks Worked, object, or opt out, unless that deadline is extended
2 by the Court.

3 63. Declaration of Due Diligence. The Settlement Administrator shall provide counsel
4 for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of
5 due diligence and proof of mailing with regard to the mailing of the Notice.

6 64. Settlement Class Members' Rights. Each Settlement Class Member will be fully
7 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or
8 request exclusion from the Settlement. The Notice will inform the Settlement Class Members of
9 the Court-established deadlines for filing objections or requesting exclusion from the Settlement in
10 accordance with the following guidelines:

11 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
12 Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting
13 a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice
14 Response Deadline. The Request for Exclusion should state:

15 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT
16 CLASS IN THE PEASE V. WATTRANS LAWSUIT. I
17 UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM
18 THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
19 MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

20 Any Request for Exclusion must include the full name, address, telephone number, last
21 four digits of the social security number or date of birth, and signature of the Settlement Class
22 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
23 Settlement Administrator at the specified address. Any such Request must be made in accordance
24 with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked
25 by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement
26 Class Member who timely requests exclusion in compliance with these requirements: (i) will not
27 have any rights under this Agreement, including the right to object, appeal or comment on the
28 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will

1 not be bound by this Agreement, or the Judgment. The Parties to this agreement and their counsel
2 agree that they will not solicit or encourage Class Members to opt-out or object to this Agreement.
3 If greater than ten (10) percent of the Class Members opt out or object to this Agreement, either
4 party shall have the right to modify or void this Agreement in its entirety.

5 (b) Binding Effect on Participating Settlement Class Members. Except for
6 those Settlement Class Members who exclude themselves in compliance with the procedures set
7 forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members
8 for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
9 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided
10 herein, will be deemed to have waived all objections and oppositions to the fairness,
11 reasonableness, and adequacy of the Settlement.

12 (c) Objections to Settlement. Any Settlement Class Member, other than
13 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member shall
14 inform the Settlement Administrator, in writing, of his or her objection which must be postmarked
15 by the Notice Response Deadline at the address set forth in the Notice. Such objection shall
16 include the full name, address, telephone number, and dates of employment with Defendant of the
17 Objecting Settlement Class Member; the case name and number; the basis for the objection,
18 including any legal support and each specific reason in support of the objection, as well as any
19 documentation or evidence in support thereof; and, if the Objecting Settlement Class Member is
20 represented by counsel, the name and address of his or her counsel. If any Objecting Settlement
21 Class Member wishes to speak at the Final Approval Hearing, that Objecting Settlement Class
22 Member's written submission should include a request to be heard, and the Court will determine
23 whether Objecting Settlement Class Members will be permitted to speak. The Settlement
24 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel via email
25 within three (3) days of receipt, and the Settlement Administrator shall attach any objections to its
26 declaration of due diligence, which is to be filed with the Court prior to the Final Approval
27 Hearing. Any Participating Class Member who files an objection remains eligible to receive
28 monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible for

1 any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any
2 objections to the Settlement. Submitting an objection does not preserve the right to appeal a final
3 judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and
4 properly intervening or filing a motion to vacate the Judgment under Code of Civil Procedure §
5 663.

6 (d) Failure to Object. Any Settlement Class Member who desires to object but
7 fails to timely submit a written objection waives any right to object and will be foreclosed from
8 making any objection to this Settlement. Any Settlement Class Member who does not timely and
9 properly become a party of record by intervening or filing a motion to vacate the Judgment waives
10 any and all rights to appeal from the Judgment, including all rights to any post-judgment
11 proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a
12 motion under California Code of Civil Procedure section 473, and extraordinary writs.

13 (e) Responses to Objections. Counsel for the Parties may file a response to any
14 objections submitted by Objecting Settlement Class Members at least five (5) court days before
15 the date of the Final Approval Hearing.

16 65. Settlement Class Members will have until the Notice Response Deadline to object
17 or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
18 Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or
19 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
20 Counsel or Defense Counsel.

21 66. Funding of the Settlement Amount. Due to Defendant's financial condition, which
22 was verified by Hon. Mitchel Goldberg, Defendant shall fund the Gross Settlement Amount in the
23 following manner:

- 24 a. \$25,000 on or before August 31, 2020
- 25 b. \$25,000 on or before December 31, 2020
- 26 c. \$25,000 on or before March 30, 2021
- 27 d. \$25,000 on or before July 31, 2021
- 28 e. \$25,000 on or before October 31, 2021

1 f. \$25,000 on or before December 31, 2021

2 g. \$25,000 on or before March 30, 2022

3 h. \$25,000 on or before June 30, 2022

4 Defendant shall also be solely responsible for the amount owed for the employer’s share of
5 payroll taxes due on the Individual Settlement Amounts (as calculated by the Settlement
6 Administrator). The Claims Administrator shall deposit the installment payments into an interest
7 bearing qualified settlement account (“Qualified Settlement Fund”) with an FDIC insured banking
8 institution from which the Claims Administrator will have authority to distribute money in
9 accordance with the terms of this Settlement Agreement. The interest accrued during this time
10 period will be distributed to Participating Class Members and Class Counsel proportionately. In
11 the event this Settlement Agreement becomes null and void, all monies deposited by Defendant
12 into the Qualified Settlement Fund including any interest accrued, shall be returned to Defendant.

13 67. Distribution of Funds. No later than ten (10) calendar days after the deposit of each
14 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
15 Class Members, the payment for the attorneys’ fees and costs to Class Counsel, any Service
16 Payment to the Class Representative, the payment to the LWDA for PAGA penalties, and will pay
17 itself the Settlement Administration Costs.

18 68. Deadline for Cashing Settlement Checks. Participating Class Members shall have
19 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
20 any Participating Class Member’s check is not cashed within that period, the check will be void
21 and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed
22 funds to the California State Controller in the name of the Participating Class Member. The
23 Release will be binding upon all Participating Class Members, including those who do not cash
24 their checks within the 180-day period. In the event that any settlement check is returned to the
25 Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within
26 five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the
27 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is
28 located by these means, the Administrator will have ten (10) business days to re-issue the check.

1 Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator
2 will have any liability for lost or stolen settlement checks, forged signatures on settlement checks,
3 or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
4 Participating Class Member notifies the Settlement Administrator that he or she believes that a
5 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
6 payment on such check. If the check in question has not been negotiated prior to the stop payment
7 order, the Settlement Administrator will issue a replacement check.

8 **H. Duties of the Parties Prior to the Court’s Approval**

9 69. Promptly after execution of this Settlement Agreement, Plaintiff will move the
10 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
11 accomplishing the following:

12 (a) Scheduling the Final Approval Hearing on the issue of whether this
13 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
14 and a hearing on fees, costs and the Service Payment;

15 (b) Approving as to form and content the proposed Notice, attached hereto as
16 Exhibit A;

17 (c) Directing the mailing of the Notice by first class mail to the Settlement
18 Class Members;

19 (d) Preliminarily approving this Settlement; and

20 (e) Preliminarily certifying the class for purposes of this Settlement.

21 **I. Duties of the Parties Following Court’s Final Approval**

22 70. In connection with the Final Approval Hearing provided for in this Settlement
23 Agreement, Class Counsel shall submit a proposed Final Approval Order:

24 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and
25 adequate, and directing consummation of its terms and provisions as expressed in this Settlement
26 Agreement;

27 (b) Approving Class Counsel’s application for an award of attorneys’ fees and
28 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,

1 and the payment to the Settlement Administrator for costs of administering the settlement,
2 consistent with the terms and provisions herein; and

3 (c) Entering judgment approving the Settlement, thereby permanently barring all
4 Participating Class Members from prosecuting any Released Claims against any of the Released
5 Parties.

6 **J. Voiding the Agreement**

7 71. If the Court fails or refuses to issue the Final Approval Order or fails to approve
8 any material condition of this Settlement Agreement which effects a fundamental change of the
9 Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all
10 Parties herein at the option of any Party.

11 72. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have
12 no further obligations under the Settlement, including any obligation by Defendant to pay the
13 Settlement Amount, or any amounts that otherwise would have been owed under this Settlement
14 Agreement.

15 73. If the Settlement is voided or fails for any reason, any costs incurred by the
16 Settlement Administrator shall be borne by Defendant.

17 **K. Other Terms**

18 74. Waiver. The waiver by one Party of any breach of this Agreement by another Party
19 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement by any
20 Party.

21 75. Parties' Authority. The signatories hereto represent that they are fully authorized to
22 enter into this Settlement Agreement and bind their respective Parties hereto to the terms and
23 conditions hereof.

24 76. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
25 accomplish the terms of this Settlement Agreement, including but not limited to execution of such
26 documents and taking such other actions as may reasonably be necessary to implement the terms
27 of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best
28 efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that

1 may become necessary by order of the Court or otherwise, to effectuate this Settlement Agreement
2 and the terms set forth herein. As soon as practicable after execution of this Settlement
3 Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and
4 Defendant's counsel, take all necessary steps to secure the Court's preliminary and final approval
5 of the settlement, and the final entry of judgment.

6 77. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
7 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
9 cause of action or rights released and discharged by this Settlement Agreement.

10 78. No Admission. Defendant denies any and all liability to Plaintiff and/or any
11 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
12 that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and
13 compromise the matters at issue in the Complaint to avoid further substantial expense and the
14 inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken
15 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in
16 the defenses that they have asserted or could assert against Plaintiff and/or the Settlement Class,
17 have determined that it is desirable and beneficial that the claims of Plaintiff and the Settlement
18 Class be settled in the manner and upon the terms and conditions set forth in this Agreement.

19 79. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
20 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be
21 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part
22 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
23 Settlement Agreement with the intention of avoiding further disputes and litigation with the
24 attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and
25 it, along with all related documents such as the notices, and motions for preliminary and final
26 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of
27 Evidence 408, be inadmissible as evidence in any proceeding, except an action or proceeding to
28 approve the Settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for

1 class certification as part of this Settlement Agreement is for settlement purposes only and if for
2 any reason the settlement is not approved, the stipulation will be of no force or effect.

3 80. Notices. Unless otherwise specifically provided herein, all notices, demands or
4 other communications given hereunder shall be in writing and shall be deemed to have been duly
5 given as of the third business day after (i) emailing and (ii) mailing by United States registered or
6 certified mail, return receipt requested, addressed:

7
8 To the Settlement Class:

9 Mehrdad Bokhour, Esq.
10 *mehrdad@bokhourlaw.com*
11 Bokhour Law Group, P.C.
12 1901 Avenue of the Stars, Suite 450
13 Los Angeles, CA 90067
14 Tel: (310) 975-1493; Fax: (310) 675-0861

15 Jonathan Melmed, Esq.
16 *jm@melmedlaw.com*
17 Melmed Law Group PC
18 1801 Century Park East, Suite 850
19 Los Angeles, CA 90067
20 Tel.: (310) 824-3828; Fax: (310) 862-6851

21 To Defendant:

22 Hillary Arrow Booth
23 *hbooth@boothllp.com*
24 Booth LLP
25 11835 W. Olympic Blvd., Suite 600E
26 Los Angeles, CA 90064
27 Tel.: (310) 641-1800; Fax.: (310) 641-1818

28 81. Construction. The Parties hereto agree that the terms and conditions of this
Settlement Agreement are the result of lengthy, intensive arms'-length negotiations among the
Parties and that this Settlement Agreement shall not be construed in favor of or against any Party
based on the extent to which any Party or her or its counsel participated in the drafting of this
Settlement Agreement. Plaintiff and Defendant expressly waive the common-law and statutory
rule of construction that ambiguities should be construed against the drafter of an agreement and
further agree, covenant, and represent that the language in all parts of this Agreement shall be in

1 all cases construed as a whole, according to its fair meaning.

2 82. Captions and Interpretations. Paragraph titles or captions contained herein are
3 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
4 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
5 Settlement Agreement is contractual and not merely a recital.

6 83. Modification. This Settlement Agreement may not be changed, altered, or
7 modified, except in writing and signed by all Parties hereto, and approved by the Court. This
8 Settlement Agreement may not be discharged except by performance in accordance with its terms
9 or by a writing signed by all of the Parties hereto.

10 84. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
11 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
12 written notice to all other Parties pursuant to the notice provisions of paragraph 81 and allow an
13 opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agree to seek the help of
14 the Mediator to resolve any dispute they are unable to resolve informally. During this period, the
15 Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal
16 action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

17 85. Choice of Law. This Settlement Agreement shall be governed by and construed,
18 enforced, and administered in accordance with the laws of the State of California, without regard
19 to its conflicts-of-law rules.

20 86. Integration Clause. This Settlement Agreement contains the entire agreement
21 among the Parties relating to the Complaint, the Action, the Released Claims, and the Settlement,
22 and all prior or contemporaneous agreements, understandings, representations, and statements,
23 whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.
24 No rights hereunder may be waived except in a writing signed by the Party purporting to waive
25 such right or rights.

26 87. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
27 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
28 successors and assigns.

1 88. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
2 because the members of the Settlement Class are numerous, it is impossible or impractical to have
3 each Settlement Class Member execute this Settlement Agreement. The Notice will advise all
4 Settlement Class Members of the binding nature of the release provided herein and such Release
5 shall have the same force and effect as if this Settlement Agreement were executed by each
6 Settlement Class Member.

7 89. Counterparts. This Settlement Agreement may be executed in counterparts, and
8 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
9 deemed an original, and, when taken together with other signed counterparts, shall constitute one
10 fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
11 Electronic signatures shall have the same force and effect as an original.

12 Dated: July ²¹__, 2020

CLASS REPRESENTATIVE:

DocuSigned by:

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Andrew Pease

15 Dated: July 21, 2020

CLASS COUNSEL:
MELMED LAW GROUP PC



Jonathan Melmed
Attorneys for Plaintiff

20 Dated: July ²¹__, 2020

CLASS COUNSEL:
BOKHOUR LAW, P.C.


DocuSigned by:

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Mehrdad Bokhour
Attorneys for Plaintiff

25 Dated: ^{Aug} July 10, 2020

COUNSEL FOR WATTRANS, INC.
BOOTH LLP

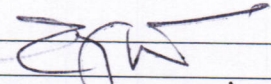


Hillary Arrow Booth
Attorneys for Wattrans, Inc.

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Dated: July __, 2020

DEFENDANT WATTRANS, INC.

By  _____
Title president _____