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6 TAGTIME USA, INC.

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9
10 GLORIA RAMOS, as an individual and on
behalf of other similarly situated employees,

11 Plaintiff,

12 v.

13 TAGTIME, INC., a California corporation; and
14 DOES 1 through 50, inclusive,

15 Defendants.
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Case No.: 21STCP00903

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: March 19, 2021
Judge Assigned: Hon. William F. Highberger

1 **TO THE COURT:**

2 This Joint Stipulation of Class Action Settlement (“Settlement Agreement”) is made and
3 entered into by and between Plaintiff GLORIA RAMOS (“Plaintiff”) and Defendant TAGTIME USA,
4 INC., erroneously sued herein as “Tagtime, Inc.” (“Defendant”) (collectively referred to as the
5 “Parties”) and is subject to the terms and conditions below and to the Court’s approval. The Parties
6 expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of
7 compromising significantly disputed claims and that nothing in this Settlement Agreement is an
8 admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not
9 approved, it will be of no force or effect, and the Parties will be returned to their respective positions
10 immediately prior to and as if they had never executed this Settlement Agreement as more fully set
11 forth below.

12 **DEFINITIONS**

13 The following definitions are applicable to this Settlement Agreement. Definitions contained
14 elsewhere in this Settlement Agreement will also be effective:

15 1. “Action” means *Gloria Ramos v. Tagtime, Inc., et al.*, Los Angeles County Superior
16 Court Case No. 21STCP00903.

17 2. “Claims Administrator” means Phoenix Class Action Administrator or any other third-
18 party class action settlement claims administrator agreed to by the Parties and approved by the Court
19 for the purposes of administering this Settlement. The Parties each represent that they do not have any
20 financial interest in the Claims Administrator or otherwise have a relationship with the Claims
21 Administrator that could create a conflict of interest.

22 3. “Claims Administration Expenses” means the costs payable to the Claims
23 Administrator for administering this Settlement, including, but not limited to, printing, translating into
24 Spanish, distributing (including with appropriate postage), and tracking documents concerning the
25 Settlement in English and Spanish; conducting searches to locate Class Members; tax reporting;
26 distributing the Individual Settlement Payments, Class Representative Enhancement Payment and
27 Class Counsel Fees and Costs; providing necessary certification of completion of notice, reports and
28 declarations; establishing and administering a qualified settlement interest bearing fund account; and

1 other responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
2 Claims Administration Expenses are currently estimated to be not more than Ten Thousand Dollars
3 (\$10,000.00).

4 4. “Class Counsel” means Armond M. Jackson, Esq., of the Jackson Law, APC firm.

5 5. “Class Counsel Fees and Costs” means attorneys’ fees, costs, and expenses approved
6 by the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and to
7 be incurred by Class Counsel in the Action, including, but not limited to, costs associated with
8 documenting the Settlement, providing any notices required as part of the Settlement or Court order,
9 securing the Court’s approval of the Settlement, administering the Settlement, and obtaining an order
10 terminating the Action. Class Counsel will request attorneys’ fees not to exceed 33.33% of the Gross
11 Settlement Amount or Eighty-Eight Thousand Three Hundred Twenty-Four Dollars and Fifty Cents
12 (\$88,324.50), and litigation costs and expenses not to exceed Ten Thousand Dollars (\$10,000.00).
13 Defendant has agreed not to oppose Class Counsel’s request for Class Counsel Fees and Costs.

14 6. “Class List” means a complete list of all Class Members that Defendant will diligently
15 and in good faith compile from their records and provide to the Claims Administrator within seven (7)
16 business days after the Court’s entry of an order granting preliminary approval of this Settlement. The
17 Class List will be formatted in Microsoft Office Excel and Defendant will use its best efforts to include
18 each Class Member’s full name; most recent mailing address as shown on the Class Member’s
19 employment file as maintained by Defendant; dates of employment; number of workweeks worked
20 during the Class Period; and Social Security number.

21 7. “Class Member(s)” or “Settlement Class” means Plaintiff and all current and former
22 non-exempt employees employed by Defendant in California during the period of March 19, 2017 to
23 preliminary approval of class action settlement or March 14, 2022, whichever occurs first. Defendant
24 represents that there are less than 70 non-exempt employees.

25 8. “Class Period” means the period from March 19, 2017 to preliminary approval of class
26 action settlement or March 14, 2022, whichever occurs first.

27 9. “Class Representative Enhancement Payment” means the amount to be paid from the
28 Gross Settlement Amount to the named Plaintiff in exchange for executing a general release and in

1 recognition of her effort in prosecuting the Action on behalf of Class Members. Plaintiff will request
2 and Defendant will not oppose Plaintiff's application to the court for a payment of Five Thousand
3 Dollars (\$5,000.00) for her willingness to serve as Class Representative.

4 10. "Court" means the Los Angeles County Superior Court, or any other court taking
5 jurisdiction of the Action.

6 11. "Effective Date" means the date when the Final Approval Order becomes final. For
7 purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to occur of the
8 following: (a) if there are no objections to the Settlement, the date the Court enters an order granting
9 final approval of the Settlement; or (b) if there are objections to the Settlement, and if an appeal,
10 review, or writ is not sought from the Final Approval Order, the day after the time period to appeal
11 the Settlement has expired, *i.e.*, 60 days from the date the Court enters an order granting final approval
12 of the Settlement.

13 12. "Gross Settlement Amount" means the non-reversionary maximum settlement amount
14 of Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) ("Gross Settlement Amount"), which
15 will be paid by Defendant in full satisfaction of all claims arising from the Action. The Gross
16 Settlement Amount includes all Individual Settlement Payments to Participating Class Members, the
17 Class Representative Enhancement Payment, Claims Administration Expenses, Class Counsel Fees
18 and Costs, and PAGA penalties in the amount of Ten Thousand Dollars (\$10,000.00) of which 75%
19 or Seven Thousand Five Hundred Dollars (\$7,500.00) will be paid to the Labor Workforce
20 Development Agency ("LWDA") and 25% or Two Thousand Five Hundred Dollars (\$2,500.00) to
21 Participating Class Members.

22 13. "Individual Settlement Payment" means each Participating Class Member's share of
23 the Net Settlement Amount, to be distributed to Plaintiff and Class Members who do not request
24 exclusion from the settlement.

25 14. "Net Settlement Amount" means the maximum amount available for distribution to the
26 Class Members, after deduction of Class Counsel Fees and Costs, Class Representative Enhancement
27 Payment, Claims Administration Expenses, and \$7,500.00 as PAGA penalties payable to the LWDA.
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1 15. “Notice of Objection” means a Class Member’s valid and timely written objection to
2 the Settlement Agreement and or appear at any hearing for Final Approval. For the objection to be
3 valid, it must include: (i) the objector’s full name, signature, address, and telephone number The
4 Parties will be permitted to respond in writing to such objections within the time period set by the
5 Court.

6 16. “Notice Packet” means the Notice of Class Action Settlement, substantially in the form
7 attached as Exhibit “A.”

8 17. “Participating Class Members” means all Class Members who do not timely submit
9 valid Requests for Exclusion and received by the Claims Administrator.

10 18. “Preliminary Approval” means the Court order granting preliminary approval of the
11 Settlement Agreement.

12 19. “Released Claims” means wage and hour claims, misclassification claims, rights,
13 demands, liabilities, penalties, interest and causes of action, arising from or related to the claims pled
14 in Plaintiff’s Class Action Complaint (“Complaint”) or that could have been pled in the Complaint
15 based on the factual allegations pled in the Complaint, including: Failure to Pay Overtime
16 Wages; Failure to Pay Minimum Wages; Failure to Provide Meal Periods; Failure to Provide Rest
17 Periods; Failure to Provide Accurate Wage Statements; Failure to Pay Due Wages at Separation;
18 Violation of Business and Professions Code § 17200, *et seq.* (Unfair or Unlawful Business Practices)
19 based on the alleged Labor Code violations; Civil Penalties Pursuant to Labor Code § 2699 (Private
20 Attorneys General Act) based on the alleged Labor Code violations; claims for injunctive relief,
21 liquidated damages, penalties, interest, and fees and costs.

22 20. “Released Parties” means Defendant and its former and present parents, subsidiaries
23 and affiliated companies and entities, and its current, former and future owners, officers, directors,
24 members, managers, employees, consultants, partners, affiliates, subsidiaries, shareholders, attorneys,
25 insurers, reinsurers, joint venturers and agents, any successors, assigns, or legal representatives and
26 any individual or entity who or which could be jointly liable with Defendant, and all persons or entities
27 acting by, through under or in concert with any of them.

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1 21. “Request for Exclusion” means a timely letter submitted by a Class Member indicating
2 a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name,
3 address, telephone number and last four digits of the Social Security Number of the Class Member
4 requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail to the Claims
5 Administrator and received by the Claims Administrator at the specified address indicated in the
6 Notice Packet; (d) clearly state that the Class Member does not wish to be included in the Settlement;
7 and (e) be emailed, faxed or postmarked on or before the Response Deadline.

8 22. “Response Deadline” means the deadline by which Class Members must fax, email or
9 postmark to the Claims Administrator a valid Request for Exclusion or submit objections to the
10 Settlement. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
11 the Notice Packet by the Claims Administrator. The Response Deadline for Request for Exclusion and
12 objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice
13 Packet by the Claims Administrator in accordance with the notice procedure described in Paragraphs
14 35 through 38 of this Settlement Agreement. The Response Deadline may also be extended by express
15 agreement between Class Counsel and Defendant.

16 **TERMS OF AGREEMENT**

17 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

18 23. Impact of Any Court Determination Not to Enter Final Approval Order. In the event
19 that the Court does not enter a Final Approval Order and this Settlement Agreement does not become
20 effective, the following will occur:

21 a. on the date final approval is denied, the status of the Action will be deemed to
22 return to its status at the time immediately prior to and as if the Parties had never executed this
23 Settlement Agreement; and

24 b. to the extent required by any court or otherwise necessary, Plaintiff will take all
25 necessary steps to give effect to subparagraph (a.) above.

26 24. Settlement Funding. Within sixty (60) calendar days after the Effective Date,
27 Defendant will make a one-time deposit of the Gross Settlement Amount and Defendant’s share of
28 employer’s payroll taxes (referred to as the “Settlement Fund Deposit Amount”) into a Qualified

1 Settlement Fund account from which the Claims Administrator will have authority to distribute money
2 in accordance with the terms of this Settlement Agreement.

3 25. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
4 application or motion by Class Counsel for Class Counsel Fees of Eighty-Eight Thousand Three
5 Hundred Twenty-Four Dollars and Fifty Cents (\$88,324.50) plus the reimbursement of costs and
6 expenses associated with Class Counsel’s litigation and settlement of the Action, not to exceed Ten
7 Thousand Dollars (\$10,000.00). In consideration of their awarded attorneys’ fees and costs and
8 expenses, Plaintiff and Class Counsel waive any and all claims to any further attorneys’ fees and
9 expenses in connection with the Action and forever discharge Defendant from any claim of legal fees
10 in connection with the Action.

11 26. Class Representative Enhancement Payment. In exchange for the named Plaintiff
12 executing a general release and in recognition of her effort in prosecuting the Action on behalf of Class
13 Members, Defendant agrees not to oppose or impede any application or motion for a Class
14 Representative Enhancement Payment of Five Thousand Dollars (\$5,000.00). The Class
15 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount, will be
16 in addition to Plaintiff’s Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will
17 be solely and legally responsible to pay any and all applicable taxes, penalties and interest on the
18 payment made pursuant to this paragraph.

19 27. Claims Administration Expenses. The Claims Administrator will be paid for the
20 reasonable fees and costs of administration of the Settlement, which are estimated not to exceed Ten
21 Thousand Dollars (\$10,000.00), which are to be paid out of the Gross Settlement Amount. These will
22 include, *inter alia*, fees and costs payable to the Claims Administrator for printing, translating into
23 Spanish, distributing (including with appropriate postage), and tracking documents for this Settlement
24 in English and Spanish, any searches to locate any Class Members, calculating estimated amounts per
25 Class Member, tax reporting, distributing the Individual Settlement Payments, Class Representative
26 Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties, and
27 providing necessary certification of completion of notice, reports and declarations, establishing and
28 administering a Qualified Settlement Fund account, required tax reporting on the Individual Settlement

1 Payments, the issuing of 1099 and W-2 IRS forms, calculating the employer's share of payroll taxes
2 on the wage portion of the Individual Settlement Payments, paying said payroll taxes on Defendant's
3 behalf, and other responsibilities as requested by the Parties.

4 28. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual
5 Settlement Payments to Participating Class Members from the Settlement Class in accordance with
6 the terms of this Agreement.

7 29. Individual Settlement Payment Calculations. From the Net Settlement Amount, each
8 Class Member, who does not exclude himself or herself from the Settlement ("Participating Class
9 Member"), shall receive an amount equivalent to the class member's proportionate share of the Net
10 Settlement Amount based on the total number of workweeks that the class members worked during
11 the Class Period. The proportionate share of the Net Settlement Amount will be determined by
12 dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members
13 during the Class Period and then multiplying this amount by each Class Member's total number of
14 workweeks worked to provide that employee's individual share of the Net Settlement Amount.

$$\begin{array}{rcc} \text{NET} & & \text{Participating} \\ \text{SETTLEMENT} & & \text{Class Member's} \\ \text{AMOUNT} & \times & \text{Workweeks} \\ \hline \text{Total number of} & & \\ \text{Workweeks for} & & \\ \text{all Class} & & \\ \text{Members} & & \end{array}$$

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21 In the event that a Class Member opts-out, his/her individual share of the settlement will be
22 redistributed to Participating Class Members pursuant to the formula provided herein.

23 30. No Credit Towards Benefit Plans. The Individual Settlement Payments made to
24 Participating Class Members under this Agreement, as well as any other payments made pursuant to
25 this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit
26 plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
27 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
28 other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect

1 any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
2 plans.

3 31. Claims Administration Process. The Parties agree to cooperate in the administration
4 of the settlement and to make all reasonable efforts to control and minimize the costs and expenses
5 incurred in administration of the Settlement.

6 32. Delivery of the Class List. Within seven (7) business days following Preliminary
7 Approval, Defendant will provide the Class List to the Claims Administrator.

8 33. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the
9 Class List from Defendant, the Claims Administrator will mail a Notice Packet to all Class Members
10 via regular First-Class U.S. Mail.

11 34. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Claims
12 Administrator will perform a search based on the National Change of Address Database for
13 information to update and correct for any known or identifiable address changes. Any Notice Packets
14 returned to the Claims Administrator as non-deliverable on or before the Response Deadline will be
15 sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Claims
16 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address
17 is provided, the Claims Administrator will promptly attempt to determine the correct address using a
18 skip-trace, or other search resource, using the name, address and/or Social Security number of the
19 Class Member involved, and will then perform a single re-mailing. Those Class Members who receive
20 a re-mailed Notice Packet will have an additional fifteen calendar (15) days to fax, email or postmark
21 a Request for Exclusion or submit an objection to the Settlement.

22 35. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
23 Packet will provide: (1) information regarding the nature of the Action, (2) a summary of the
24 Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's number of
25 workweeks worked during the Class Period, (5) each Class Member's estimated Individual Settlement
26 Payment; (6) the dates which comprise the Class Period, (7) instructions and forms on how to submit
27 valid Requests for Exclusion or objections, (8) the deadlines by which the Class Member must fax or
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1 postmark Request for Exclusions or submit objections to the Settlement, and (9) the claims to be
2 released, as set forth in this Settlement Agreement.

3 36. Request for Exclusion Procedures. Any Class Member wishing to opt out from the
4 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Claims
5 Administrator within the Response Deadline. The date of the fax or postmark on the return mailing
6 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
7 submitted. The Parties to this Agreement and their counsel agree that they will not solicit or encourage
8 Class Members to opt-out or object to this Settlement Agreement.

9 37. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
10 the requirements listed in this Settlement Agreement, that Class Member will be given an opportunity
11 to cure the defect(s). The Claims Administrator will mail the Class Member a cure letter within three
12 (3) calendar days of receiving the defective submission to advise the Class Member that his or her
13 submission is defective, and that the defect must be cured to render the Request for Exclusion valid.
14 The Class Member will have until the latter of (i) Response Deadline or (ii) fifteen (15) calendar days
15 from the date of the cure letter to fax or postmark a revised Request for Exclusion. Any additional
16 costs incurred by the Claims Administrator to process a defective submission will be paid from the
17 amount allocated to the cost of administration as set forth herein and deducted from the Gross
18 Settlement Amount.

19 38. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
20 who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid
21 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
22 Claims, as well as any other orders that may be entered by the Court if it grants final approval of the
23 Settlement.

24 39. Increase in Workweeks. Defendant represents that there are approximately 60 Class
25 Members and 9,880 total workweeks during the Class Period. In the event the total workweeks is
26 more than 10% of 9,880 total workweeks, i.e. 10,868 total workweeks, Defendant shall increase the
27 Net Settlement Amount based on the workweek value provided by the Claims Administrator based on
28 the total workweeks of 10,868. For example, if the total workweeks are 10,877 and the workweek

1 value calculated off of 10,868 is \$10.00 per workweek, then Defendant would have to increase the Net
2 Settlement Amount by \$90.00 (10,877 – 10,868 = 9 x \$10.00).

3 40. Objection Procedures. To object to the Settlement Agreement, a Class Member may
4 not submit a Request for Exclusion but instead must mail or fax a valid Notice of Objection to the
5 Claims Administrator by the Response Deadline. The Claims Administrator will notify counsel for
6 the Parties forthwith via email. Class Counsel will lodge the objection with the Court. The Notice of
7 Objection must be signed by the Class Member and contain all information required by this Settlement
8 Agreement. The fax or postmark date of the mailing will be deemed the exclusive means for
9 determining that the Notice of Objection is timely. At no time will any of the Parties or their counsel
10 seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement
11 Agreement or appeal from the Final Approval Order.

12 41. Certification Reports Regarding Individual Settlement Payment Calculations. The
13 Claims Administrator will provide Defendant’s counsel and Class Counsel a weekly report which
14 certifies: (i) the number of Class Members who have submitted valid Request for Exclusion; (ii) the
15 number of Class Members who have submitted valid Notice of Objections; and (iii) the number of any
16 deficient Request for Exclusion or Notice of Objections. Additionally, the Claims Administrator will
17 provide to counsel for both Parties any updated reports regarding the administration of the Settlement
18 Agreement as needed or requested.

19 42. Timing of Distribution of Individual Settlement Payments. Within seven (7) calendar
20 days of Defendant depositing the funds as set for the above, the Claims Administrator will issue
21 payments to (1) Participating Class Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA.
22 The Claims Administrator will also issue a payment to itself for Court-approved services performed
23 in connection with the settlement.

24 43. Uncashed Checks. Individual settlement checks paid to participating Class Members
25 will be valid for 180 days. Participating Class Members will have one hundred eighty (180) calendar
26 days from the date of issuance of the check to cash their check. For any check not cashed after 180
27 calendar days, the Claims Administrator will send the amount represented by the check to the
28 California State Controller Unclaimed Property, with the identity of the Participating Class Member

1 to whom the funds belong, to be held for the participating Class Member per California Unclaimed
2 Property Law, in the interest of justice. The money paid to the California State Controller Unclaimed
3 Property will remain the Participating Class Member's property. This will allow Participating Class
4 Members who did not cash their checks to collect their Individual Settlement Amounts at any time in
5 the future. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds,
6 and the California *Code of Civil Procedure* section 384 shall not apply. The funds will be held by the
7 State until claimed by the employee and the uncashed check never ceases to be the employee's
8 property.

9 44. Certification of Completion. Upon completion of administration of the Settlement, the
10 Claims Administrator will provide a written declaration under oath to certify such completion to the
11 Court and counsel for all Parties.

12 45. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
13 be allocated as follows: 20% of each Individual Settlement Payment will be allocated for the settlement
14 of wage claims and the remaining 80% will be allocated to the settlement of claims for interest and
15 statutory penalties. The portion allocated to wages in each Individual Settlement Payment will be
16 reported on an IRS Form W-2, and the portion allocated to interest and penalties will be reported on
17 an IRS Form-1099 by the Claims Administrator.

18 46. Administration of Taxes by the Claims Administrator. The Claims Administrator will
19 be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099,
20 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement
21 Agreement. The Claims Administrator will also be responsible for forwarding all payroll taxes and
22 other legally required withholdings to the appropriate government authorities.

23 47. Defendant's Responsibility for Employer Taxes: For any portion of the Class
24 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
25 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes (including,
26 but not limited to, FICA, FUTA, and SDI), will be paid by Defendant in addition to the Gross
27 Settlement Amount.

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1 48. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
2 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
4 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
5 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
6 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
7 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
8 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED
9 STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED);
10 (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR
11 ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
12 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
13 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
14 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
15 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
16 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
17 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
18 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
19 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
20 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
21 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
22 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
23 AGREEMENT.

24 49. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
26 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
27 of action or right released and discharged in this Settlement Agreement.
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1 50. Release of Claims by Class Members. Upon the date the Court enters an order granting
2 final approval of the Settlement, all Class Members who do not timely submit a valid Request for
3 Exclusion do and will be deemed to have fully, finally and forever released, settled, compromised,
4 relinquished and discharged any and all of the Released Parties of and from any and all Released
5 Claims accruing during the Class Period.

6 51. Release by Named Plaintiff. Upon the date the Court enters an order granting final
7 approval of the Settlement, in addition to the claims being released by all Class Members, Plaintiff
8 will provide the following additional general release (“General Release”): Plaintiff, on her own
9 behalf and on behalf of her heirs, spouse, executors, administrators, attorneys, agents and assigns,
10 fully and finally releases the Released Parties from all claims, demands, rights, liabilities and causes
11 of action of every nature and description whatsoever, known or unknown, asserted or that might
12 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or
13 regulation arising out of, relating to, or in connection with any act or omission by or on the part of
14 any of the Released Parties committed or omitted prior to the execution of this Agreement. This
15 General Release includes any unknown claims Plaintiff does not know or suspect to exist in her
16 favor at the time of this General Release, which, if known by them, might have affected her
17 settlement with, and release of, the Released Parties or might have affected her decision not to object
18 to this Settlement or this Release. To the extent the foregoing releases are releases to which Section
19 1542 of the California *Civil Code* or similar provisions of other applicable law may apply, Plaintiff
20 expressly waives any and all rights and benefits conferred upon them by the provisions of Section
21 1542 of the California *Civil Code* or similar provisions of applicable law which are as follows:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR
24 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
25 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
26 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
27 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
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1 The significance of this release and waiver of *Civil Code* Section 1542 has been explained to Plaintiff
2 by her respective counsel. Ms. Ramos and her counsel of record are not aware of any pending workers
3 compensation or employment claims other than Ms. Ramos' wrongful termination claim (case number
4 21STCP00903) which the parties have settled.

5 52. Release by Defendant. As consideration for the releases given and promises made by
6 Plaintiff, Defendant releases, discharges, satisfies and cancel all claims, actions, causes of action and
7 liabilities of any kind against Plaintiff, her heirs, spouses, executors, administrators, attorneys, agents
8 and assigns, of which Defendant is aware as of the date Defendant execute this Settlement Agreement
9 and arising out of or related to Plaintiff's employment by Defendant.

10 53. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
11 approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement does not
12 become final for any other reason, then this Settlement Agreement and any documents generated to
13 bring it into effect will be null and void. Any order entered by the Court in furtherance of this
14 Settlement Agreement will likewise be treated as void from the beginning. In such case, the Settlement
15 shall not be used or be admissible in any subsequent proceedings, either in this Action, this Court, or
16 any other Court or forum.

17 54. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
18 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
19 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only,
20 (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a Final
21 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
22 Packet to be sent to all Class Members as specified in this Settlement Agreement. In conjunction with
23 the Preliminary Approval motion, Plaintiff will submit this Settlement Agreement, which sets forth
24 the terms of this Settlement and will include the proposed Notice Packet.

25 55. Final Settlement Approval Hearing. Upon expiration of the deadlines to fax or
26 postmark Request for Exclusion or submit objections to the Settlement Agreement, and with the
27 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
28 Final Approval of the Settlement Agreement along with the amounts properly payable for (i)

1 Individual Settlement Payments; (ii) the Class Counsel Fees and Costs; (iii) the Class Representative
2 Enhancement Payment; (iv) payment to LWDA for PAGA penalties; and (v) all Claims
3 Administration Expenses. Class Counsel will be responsible for drafting all documents necessary to
4 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
5 application to be heard at the Final Approval/Settlement Fairness Hearing.

6 56. Continued Jurisdiction. Upon final approval of the Settlement by the Court or after
7 the Final Approval/Settlement Fairness Hearing, the Court will have continuing jurisdiction solely for
8 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement
9 Agreement, (ii) settlement administration matters, and (iii) such post-order matters as may be
10 appropriate under court rules or as set forth in this Settlement Agreement.

11 57. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
12 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
13 set forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of the
14 Settlement.

15 58. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
16 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
17 agreements may be deemed binding on the Parties. The Parties expressly recognize California *Civil*
18 *Code* Section 1625 and California *Code of Civil Procedure* Section 1856(a), which provide that a
19 written agreement is to be construed according to its terms and may not be varied or contradicted by
20 extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms
21 will modify, vary or contradict the terms of this Agreement.

22 59. Amendment or Modification. This Settlement Agreement may be amended or
23 modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

24 60. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
26 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
27 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
28 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with

1 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
2 unable to reach agreement on the form or content of any document needed to implement the Settlement
3 Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of
4 this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such
5 disagreement.

6 61. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
7 and inure to the benefit of, the successors or assigns of the Parties to this Settlement Agreement, as
8 previously defined.

9 62. Execution and Counterparts. This Settlement Agreement is subject only to the
10 execution of all Parties. However, the Settlement Agreement may be executed in one or more
11 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
12 the signature page, will be deemed to be one and the same instrument provided that counsel for the
13 Parties will exchange among themselves original signed counterparts.

14 63. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at
16 this Settlement Agreement after arm's-length negotiations and in the context of adversarial litigation,
17 taking into account all relevant factors, present and potential. The Parties further acknowledge that
18 they are each represented by competent counsel and that they have had an opportunity to consult with
19 their counsel regarding the fairness and reasonableness of this Settlement Agreement.

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

24 65. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
25 Plaintiff or Class Counsel may appeal any reduction in the Class Counsel Fees and Costs below the
26 amount requested from the Court, and either party may appeal any court order that materially alters
27 the Settlement Agreement's terms. Plaintiff and Class Counsel agree that they will not oppose Final
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1 Approval in the event of appeal of reduction in the Class Counsel Fees and Costs below the amount
2 requested from the Court.

3 66. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 67. Waiver. No waiver of any condition or covenant contained in this Agreement or failure
7 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a
8 further waiver by such party of the same or any other condition, covenant, right or remedy.

9 68. Enforcement Actions. In the event that one or more of the Parties institutes any legal
10 action or other proceeding against any other Party to enforce the provisions of this Settlement
11 Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful
12 Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs,
13 including expert witness fees incurred in connection with any enforcement actions.

14 69. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
15 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
16 construed more strictly against one party than another merely by virtue of the fact that it may have
17 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
18 negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

19 70. Representation By Counsel. The Parties acknowledge that they have been represented
20 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
21 that this Settlement Agreement has been executed with the consent and advice of counsel.

22 71. All Terms Subject to Final Court Approval. All amounts and procedures described in
23 this Settlement Agreement will be subject to final Court approval.

24 72. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
25 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
26 Settlement Agreement.

27 73. Binding Agreement. The Parties warrant that they understand and have full authority
28 to enter into this Agreement, and further intend that this Agreement will be fully enforceable and

1 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
2 to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might
3 apply under federal or state law.

4 74. No Admission of Liability. Nothing contained in this Settlement Agreement shall be
5 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
6 Defendant. Each of the Parties has entered into this Settlement Agreement with the intention to avoid
7 further disputes and litigation, and the attendant inconvenience and expense. This Settlement
8 Agreement shall be inadmissible in evidence in any action or proceeding, except an action or
9 proceeding to approve, interpret, or enforce its terms.

10 75. Communications. The Parties and their counsel agree that they will not issue any press
11 releases or initiate any contact with the media about this case and/or the fact, amount, or terms of the
12 Settlement. If counsel for either Party receives an inquiry about the Settlement from the media,
13 counsel may only respond that a settlement has been reached. Before the date on which the Parties
14 file their motion for preliminary approval of the Settlement, Plaintiff and her Class Counsel will not
15 initiate any contact with Class Members about the Settlement, except that, if contacted by a Class
16 Member, they may respond and advise as class counsel consistent with its legal duties as class counsel.

17 76. Disputes. Any dispute between the Parties concerning the interpretation or
18 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such resort
19 to the Court, counsel for the Parties will confer in good faith to resolve the dispute.

20 77. Applicable Law. All terms and conditions of this Stipulation and its exhibits will be
21 governed by and interpreted according to the laws of the State of California, without giving effect to
22 any conflict of law or choice of law principles.

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: February 28, 2022

Gloria Ramos

GLORIA RAMOS

DEFENDANT

Dated: 3/3/2022

Jillian Govea

TagTime USA, Inc.
Its: Chief Operating Officer

APPROVED AS TO FORM:

Dated: February 28, 2022

JACKSON LAW, APC

BY: *Armond Jackson*

Armond Jackson
Attorneys for Plaintiff, ARMOND M.
JACKSON

Dated: March 3, 2022

BG LAW LLP

BY: *Philip J. Bonoli*

Philip J. Bonoli
Attorneys for Defendant, TagTime USA, Inc.

1 **PROOF OF SERVICE**

2 At the time of service I was over 18 years of age and not a party to this action. My business
3 address is 21650 Oxnard Street Suite 500 Woodland Hills, CA 91367.

4 On February __, 2022, I served the following documents described as **JOINT**
5 **STIPULATION OF CLASS ACTION SETTLEMENT**, on the persons listed below:

6 **SEE ATTACHED LIST**

7 **By United States mail:** I enclosed the documents in a sealed envelope or package
8 addressed to the persons at the addresses listed above and placed the envelope for
9 collection and mailing, following our ordinary business practices. I am readily familiar
10 with this business's practice for collecting and processing correspondence for mailing.
11 On the same day that correspondence is placed for collection and mailing, it is deposited
12 in the ordinary course of business with the United States Postal Service, in a sealed
13 envelope with postage fully prepaid. I am a resident or employed in the county where
14 the mailing occurred. The envelope or package was placed in the mail at Woodland
15 Hills, CA.

16 **By overnight delivery:** I enclosed the documents in an envelope or package provided
17 by an overnight delivery carrier and addressed to the persons at the addresses listed
18 above. I placed the envelope or package for collection and overnight delivery at an
19 office or a regularly utilized drop box of the overnight delivery carrier.

20 **By messenger service:** I served the documents by placing them in an envelope or
21 package addressed to the persons at the addresses listed above and providing them to a
22 professional messenger service for service.

23 **By fax transmission:** Based on an agreement of the parties to accept service by fax
24 transmission, I faxed the documents to the persons at the fax numbers listed above. No
25 error was reported by the fax machine that I used. A copy of the record of the fax
26 transmission, which I printed out, is attached.

27 **By e-mail or electronic transmission:** Based on a court order or an agreement of the
28 parties to accept service by e-mail or electronic transmission, I caused the documents to
be sent to the persons at the e-mail addresses listed above. I did not receive, within a
reasonable time after the transmission, any electronic message or other indication that the
transmission was unsuccessful.

I declare under penalty of perjury of the laws of the State of California that the foregoing is
true and correct.

Executed on February __, 2022, at Woodland Hills, CA.



Maria Abel

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SERVICE LIST
GLORIA RAMOS vs. TAGTIME, INC., et al.
Case No. 21STCP00903

Armond Jackson
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Attorney for Plaintiff
Gloria Ramos