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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

DEVIN TEAGUE, individually, on a  
representative basis, and on behalf of all  
others similarly situated;

Plaintiff,

vs.

HAPPY EXPRESS, INC., a California  
Corporation; and DOES 1 through 20,  
inclusive;

Defendants.

Case No.: CIVSB2203408  
*[Assigned to Hon. Judge David Cohn, Dept.  
S26 for all purposes]*

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND  
RELEASE OF CLAIMS**

Complaint filed: 2/14/2022

1 This Class Action Settlement Agreement and Release of Claims is entered into by and  
2 between Plaintiff Devin Teague, individually and on behalf of all others similarly situated, and  
3 on behalf of the State of California, and Defendants Happy Express, Inc. and Andrey Oganessian  
4 and is approved by their respective counsel of record, subject to the terms and conditions hereof  
5 and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Devin Teague v.*  
8 *Happy Express, Inc., et al.*, Superior Court of California, County of San Bernardino, Case No.  
9 CIVSB2203408.

10 2. "Administrator" means and refers to Phoenix Class Action Administration  
11 Solutions, the third-party class action settlement administrator agreed to by the Parties, that will  
12 provide the Notice to the Class Members and distribute the settlement amounts as described in  
13 this Agreement.

14 3. "Administration Costs" means the costs payable from the Settlement Amount to  
15 the Administrator for administering this Settlement, including, but not limited to, printing,  
16 distributing, and tracking documents for this Settlement, tax reporting, and deposit of the  
17 employee and employer share of payroll taxes, unclaimed property due diligence, reporting and  
18 remittance obligations, distributing the Settlement Amount, and providing necessary reports and  
19 declarations, as requested by the Parties. The Administration Costs shall be paid from the  
20 Settlement Amount, including, if necessary, any such costs in excess of the amount represented  
21 by the Administrator as being the maximum costs necessary to administer the Settlement.

22 4. "Aggrieved Employee(s)" means all current and former California resident truck  
23 drivers who performed services for Defendants in California and who were classified as  
24 independent contractors at any time during the PAGA Period.

25 5. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class  
26 Action and PAGA Settlement Agreement and Release of Claims.

27 6. "Class" means all current and former California resident truck drivers who  
28 performed services for Defendants in California and who were classified as independent

contractors at any time during the Class Period.

7. “Class Member(s)” refers to individual members of the Class.

8. “Class Counsel” refers to Brian Mankin and Kristina Bui Carlson of Lauby, Mankin & Lauby LLP.

9. “Class Data” means a complete list that Defendants will diligently and in good faith compile from their records and provide to the Administrator on one spreadsheet which shall include, for each Class Member, the individual’s full name; last known address; Social Security Number; total Weeks Worked during the PAGA Period and the Class Period.

10. “Class Period” is deemed to be any time during the period of February 14, 2018, through January 30, 2023.

11. “Class Representative” or “Plaintiff” means and refers to Plaintiff Devin Teague.

12. “Complaint” refers to the operative class and PAGA representative action First Amended Complaint filed in the San Bernardino Superior Court on April 21, 2022.

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

14. “Defendants” means and refers to Happy Express, Inc. and Andrey Oganessian.

15. “Defendants’ Counsel” or “Defense Counsel” means and refers to Landegger Verano & Davis ALC.

16. “Effective Date” means the latest of the following dates: (i) if no Class Member timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure § 663, then the date of the Court’s Notice of Entry of Order regarding Final Approval of the Settlement; (ii) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (iii) if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

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1           17.     “Escalator Clause:” Defendants represent that there are approximately  
2 approximately 58 eligible Class Members as of December 1, 2022. The 58 approximate Class  
3 Members collectively worked a total of approximately 2,189 Workweeks through December 1,  
4 2022. Defendants have represented that it has since changed its employment practice. In the  
5 event that the total Workweeks (as contained in the Class Data) exceed 2,189 by more than 20%,  
6 the Gross Settlement Amount will increase proportionally based on the number of workweeks  
7 worked by the Class Members above the 20% increase.

8           18.     “Final Approval” refers to the order of the Court granting final approval of this  
9 Settlement Agreement and entering a judgment approving this Agreement on substantially the  
10 terms provided herein or as may be modified by subsequent agreement of the Parties.

11           19.     “Individual Class Payment” refers to each Participating Class Members share of  
12 the Net Settlement Amount, as further discussed in Paragraph 48(c) below.

13           20.     “Individual PAGA Payment” refers to each Aggrieved Employees share of the  
14 PAGA Penalties, as further discussed in Paragraph 48(c) below.

15           21.     “Settlement Amount” is \$200,000.00, subject to the Escalator Clause and  
16 exclusive of Defendants’ obligation to fund its share of payroll taxes, as further discussed in  
17 Paragraph 48(c) below.

18           22.     “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 48(b)  
19 below.

20           23.     “Notice” means the notice of proposed class settlement that will be sent to the  
21 Class Members and which will advise each Class Member of the settlement and his or her  
22 estimated Individual Class Payment and Individual PAGA Payment and will further advise of the  
23 setting of a Final Approval Hearing.

24           24.     “Response Deadline” is 30 calendar days from the date the Notice is mailed to the  
25 Class Members.

26           25.     “Objecting Class Member” means a Class Member, other than Plaintiff, who  
27 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 69(c)  
28 below.

1           26.     “PAGA Penalties” means the amount that the Parties have agreed to pay to the  
2 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor  
3 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well  
4 as the Individual PAGA payment allocated to each Aggrieved Employee.

5           27.     “PAGA Period” is deemed to be any time during the period of February 14, 2021,  
6 through January 30, 2023.

7           28.     “Participating Class Member” means any and all Class Members who are deemed  
8 to participate and receive an Individual Class Payment and do not opt-out by submitting timely  
9 valid Requests for Exclusion.

10          29.     “Parties” or “Settling Parties” mean Plaintiff and Defendants, collectively.

11          30.     “Preliminary Approval Date” means the date the Court approves preliminarily the  
12 Settlement Agreement and enters the Preliminary Approval Order.

13          31.     “Preliminary Approval Order” means the judicial Order to be entered by the  
14 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement  
15 and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the  
16 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final  
17 approval hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees  
18 and costs. Provided that the motion is consistent with the terms herein, Defendants will not  
19 object to Plaintiff’s motion for preliminary approval but will be provided with an opportunity to  
20 review and comment upon the motion before it is filed.

21          32.     “QSF” means the Qualified Settlement Fund set up by the Administrator for the  
22 benefit of the Participating Class Members and Aggrieved Employees, and from which the  
23 settlement payments shall be made.

24          33.     “Released Class Claims” or “Class Claims” by the Participating Class Members  
25 upon Final Approval of the Settlement will include all claims stated in the operative Complaint  
26 and those based upon the facts in the Complaint, including: (a) failure to pay minimum wages,  
27 (b) failure to pay for rest and recovery periods, (c) failure to reimburse business expenses, (d)  
28 failure to timely pay wages upon separation of employment, (e) failure to provide accurate

1 itemized wage statements, (f) unfair and unlawful competition, and (g) all other claims that  
2 reasonably could have arisen out of the allegations made and based on the facts alleged in the  
3 Complaint.

4 34. “Released PAGA Claims” or “PAGA Claims” means any and all PAGA claims  
5 that Plaintiff alleged against the Released Parties, on behalf of himself and the State of  
6 California, based on the facts stated in the Complaint in the Action and in the LWDA notice  
7 letter, including all PAGA claims seeking civil penalties premised upon: (a) willful  
8 misclassification, (b) failure to pay minimum wages, (c) failure to pay for rest and recovery  
9 periods, (d) failure to reimburse business expenses, (e) failure to timely pay wages each period,  
10 (f) failure to timely pay wages upon separation of employment, (g) failure to provide accurate  
11 itemized wage statements, and (h) all other claims for civil penalties recoverable under PAGA  
12 based on the facts or claims alleged in the Complaint. The time period governing the Released  
13 PAGA Claims shall be any time during the PAGA Period.

14 35. “Released Parties” means Defendants, and its parents, subsidiaries, directors,  
15 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past  
16 and present, and each of them and anyone acting in concert with foregoing.

17 36. “Release” shall mean the release and discharge of the Released Class Claims by  
18 Plaintiff and all Participating Class Members and their assignees, and the Released PAGA  
19 Claims by Plaintiff and all aggrieved employees.

20 37. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 68(a)  
21 below.

22 38. “Service Payment” or “Service Award” means the amount approved by the Court  
23 to be paid to Class Representative in addition to his Individual Class Payment as a Participating  
24 Class Member and Individual PAGA Payment as an Aggrieved Employee.

25 39. “Work Weeks” or “Weeks Worked” in the context of a Class Member means any  
26 and all work weeks during the Class Period during which the Class Member worked at least one  
27 day for Defendants. Likewise, in the context of Aggrieved Employees, it means any and all  
28 weeks worked during the PAGA Period during which the Aggrieved Employee worked at least

one day for Defendants.

**B. General Terms**

40. On February 14, 2022, Plaintiff filed a class action and representative PAGA action complaint with the San Bernardino Superior Court. Then, on April 21, 2022, Plaintiff filed the operative First Amended Complaint against Defendant Happy Express, Inc., and Does 1 through 20, alleging class and representative PAGA claims, including: (1) failure to pay minimum wages, (2) failure to pay for rest and recovery periods, (3) failure to reimburse for business expenses, (4) failure to timely pay final wages, (5) failure to provide accurate itemized wage statements, (6) unfair and unlawful competition pursuant to California Business and Professions Code §§ 17200 *et seq.*, and (7) - (13) related claims under PAGA.

41. Defendants deny Plaintiff's claims and allegations and contends that the Action is not suitable for class certification.

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

43. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including a sampling of payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

44. On August 16, 2022, Plaintiff and Defendants participated in a full-day mediation with Hon. Michael Marcus (Ret.), a well-respected mediator. However, the matter did not resolve at the conclusion of mediation. After months of extensive arms-length negotiations, the

Parties reached a global settlement on December 1, 2022.

45. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

46. Stipulation for Class Certification. For settlement purposes only, Defendants will stipulate that the Class Members described herein who do not Request Exclusion from the Class may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendants expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

**C. Terms of Settlement**

47. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, subject to the Escalator Clause and Defendants' obligation to separately pay its share of payroll taxes on the wage portion of the Individual Class Payments, which is the maximum amount that will be paid by Defendants and includes Individual Class Payments, Class Counsel's Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, Administration Costs, and PAGA Penalties.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Administration Costs, and PAGA Penalties. If the



1 Court reduces the Attorneys' Fees and Costs Award, Service Award, or Administrator Costs, or  
2 either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be  
3 placed in the Net Settlement Amount and allocated to the Class.

4 (c) The Individual Class Payment for each Class Member will be calculated  
5 by the Administrator using the Class Data provided by Defendants as follows. Compensable  
6 workweeks will be all Weeks Worked by the Class Members during the Class Period. The  
7 dollars per compensable work week will be calculated by dividing the total Weeks Worked by  
8 Class Members into the Net Settlement Amount to determine a per work week value  
9 ("Workweek Value"). The Workweek Value will be multiplied by the number of Weeks  
10 Worked by a Participating Class Member during the Class Period to determine the distribution  
11 for a Participating Class Member. If there are any timely submitted Requests for Exclusion, the  
12 Administrator shall proportionately increase the Individual Class Payments for each Participating  
13 Class Member so that the amount distributed to Participating Class Members equals 100% of the  
14 Net Settlement Amount.

15 (d) Allocation of Individual Class Payments: Because the Class Members  
16 performed contract services for Defendants as independent contractors, rather than as employees,  
17 and because Defendants fully dispute the allegations alleged herein, the Parties agree that the  
18 Individual Settlement Payments will be allocated and paid to the Participating Class Members as  
19 contract compensation, interest, and penalties from which no state or federal taxes will be  
20 withheld or deducted. Participating Class Members will be issued an IRS Form 1099 and will  
21 assume full responsibility and liability for the payment of taxes due, if any. The Parties make no  
22 representations about the tax consequences to the Individual Settlement Payments.

23 (e) Service Payment to Class Representative: The amount, if any, awarded to  
24 the Class Representative as a Service Payment will be set by the Court in its discretion, not to  
25 exceed \$7,500, in exchange for the service that Plaintiff performed on behalf of the Class.  
26 Defendants agree not to oppose this request. The Service Payment to Plaintiff will be paid out of  
27 the Settlement Amount. The Class Representative will be issued an IRS Form 1099 in  
28 connection with this payment. Plaintiff shall be solely and legally responsible to pay all

1 applicable taxes on this payment. The Parties agree that any amount awarded as the Service  
2 Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void  
3 this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment,  
4 the difference shall be added to the Net Settlement Amount to be distributed to the Participating  
5 Class Members.

6 (f) Attorneys' Fees and Costs Award: Defendants agrees to not oppose a  
7 request by Class Counsel to the Court for an award of attorneys' fees of one-third of the  
8 Settlement Amount, plus reasonable litigation costs not to exceed \$20,000 ("Attorney's Fees and  
9 Cost Award"). Defendants agrees not to oppose any contention by Class Counsel that attorneys'  
10 fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be  
11 paid from the Settlement Amount, and, except for this award, Defendants shall have no further  
12 obligation to pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court  
13 approve a lesser amount than what is sought by Class Counsel, the difference shall be added to  
14 the Net Settlement Amount to be distributed to the Participating Class Members. Any Court  
15 order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the  
16 Settlement Agreement or otherwise void the Settlement. The Administrator shall issue to Class  
17 Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the  
18 Court.

19 (g) Administration Costs: The fees and other charges of the Administrator  
20 will be paid from the Settlement Amount, not to exceed \$6,000, unless (1) the Escalator Clause  
21 is triggered (whereby any reasonable increase in Administration Costs shall be paid from the  
22 increased Settlement Amount, subject to Court approval), or (2) as otherwise approved by all  
23 Parties and the Court.

24 (h) PAGA Penalties: The Parties agree that \$20,000 is allocated to PAGA  
25 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this  
26 amount, \$15,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the  
27 Private Attorney General Act of 2004 ("PAGA") and \$5,000 (25%) will form the Individual  
28 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata

on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendants make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the Class Members are not relying on any statement or representation by Class Counsel or Defendants in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

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

13 (k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement.  
14 Under no circumstances will any portion of the Settlement Amount revert to Defendants.  
15 Participating Class Members and Aggrieved Employees will not have to make a claim in order to  
16 receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of  
17 Individual Class Payment or Individual PAGA Payments will be made directly to each  
18 Participating Class Member and Aggrieved Employee. The Administrator shall be responsible  
19 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as  
20 a result of a Participating Class Member and/or Aggrieved Employee not cashing any checks  
21 delivered pursuant to the Settlement by the check cashing deadline, as set forth herein.

22 (l) Class Counsel and Plaintiff believe that the Settlement is fair and  
23 reasonable and will so represent same to the Court.

24 **D. Release by the Participating Class Members**

25 48. Upon entry of the Final Approval Order and Defendants funding of the Settlement  
26 Amount, and except as to such rights or claims as may be created by this Agreement, Plaintiff  
27 and the Participating Class Members will forever completely release and discharge the Released  
28 Parties from the Released Class Claims for the Class Period.

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

50. Class Representative, on behalf of himself and the Class, acknowledges and agrees that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representative, on behalf of himself and the Class, acknowledges and agrees that Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

**E. Release of PAGA Claims**

51. Upon entry of the Final Approval Order and Defendants’ funding of the Settlement Amount, Plaintiff – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

52. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

53. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

**F. Release by Plaintiff and Class Representative**

54. Class Representative does hereby, for himself and his spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever,

1 from the beginning of time through the execution of this Stipulation, whether known or  
2 unknown, suspected or unsuspected, including but not limited to all claims arising out of, based  
3 upon, or relating to Class Representative's employment with Defendants or the remuneration for  
4 or termination of such employment (the "Class Representative's Claims").

5 55. Without limiting the generality of the foregoing, this general release by Plaintiff  
6 includes all federal, state and local statutory claims, federal and state common law claims  
7 (including but not limited to those for contract, tort and equity), including without limitation the  
8 Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil  
9 Rights Act of 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor  
10 Standards Act, the Employment Retirement Security Income Act of 1974, the California  
11 Constitution, the California Fair Employment and Housing Act, the California Unfair  
12 Competition Act (California Business and Professions Code section 17200 et seq.), and the  
13 California Labor Code.

14 56. Plaintiff agrees that there is a risk that any injury that he may have suffered by  
15 reason of the Released Parties' relationship with him might not now be known, and there is a  
16 further risk that said injuries, whether known or unknown at the date of this Settlement  
17 Agreement, might possibly become progressively worse, and that as a result thereof further  
18 damages may be sustained. Nevertheless, Plaintiff agrees to forever and fully release and  
19 discharge the Released Parties, and understands that by the execution of this Settlement  
20 Agreement no further claims for any such injuries that existed at the time of the execution of this  
21 Settlement Agreement may ever be asserted by Plaintiff with respect to claims arising in the time  
22 period from the beginning of time to the execution of this Settlement Agreement.

23 57. Plaintiff expressly waives and relinquishes all rights and benefits afforded by  
24 Section 1542 of the Civil Code of the State of California and does so understanding and  
25 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code  
26 of the State of California states:

27 ///

28 ///

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
4 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
5 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
7 OR RELEASED PARTY.

8 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a  
9 full and complete release and discharge of all parties, Class Representative expressly  
10 acknowledges that this Settlement Agreement is intended to include in its effect, without  
11 limitation, all claims that Class Representative knew of, as well as all claims that he does not  
12 know or suspect to exist in her favor against the Released Parties, or any of them, for the time  
13 period from the beginning of time to the execution of this Settlement Agreement, and that this  
14 Settlement Agreement contemplates the extinguishment of any such Class Representative's  
15 Claims. Notwithstanding the above, the general release by Class Representative shall not extend  
16 to claims for workers' compensation benefits (including Workers Comp. Case ADJ 11781204),  
17 claims for unemployment benefits, or other claims that may not be released by law.

18 **G. Interim Stay of Proceedings**

19 58. Pending completion of all of the prerequisites necessary to effectuate this  
20 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action  
21 except such as is necessary to effectuate the Settlement.

22 **H. Notice Process**

23 59. Appointment of Administrator. The Parties have agreed to the appointment of the  
24 Administrator to perform the duties of a settlement administrator, including mailing the Notice,  
25 using standard devices to obtain forwarding addresses, independently reviewing and verifying  
26 documentation associated with any claims or opt-out requests, resolving any disputes regarding  
27 the calculation or application of the formula for determining the Individual Class Payment and  
28 Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class  
Members and Aggrieved Employees, issuing all necessary tax forms, and performing such other  
tasks as set forth herein or as the Parties mutually agree or that the Court orders.

1           60.    Disputes Regarding Administration. Any and all disputes relating to  
2 administration of the Settlement by the Administrator (except for disputes regarding Class Data)  
3 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms  
4 and conditions of this Agreement, until Plaintiff and Defendants notify the Court that all  
5 payments and obligations contemplated by this Agreement have been fully carried out. Prior to  
6 presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the  
7 dispute without the necessity of Court intervention. The Administrator shall also be responsible  
8 for issuing to Plaintiff, Participating Class Members, and Aggrieved Employees, and Class  
9 Counsel any Tax Forms as may be required by law for all amounts paid pursuant to this  
10 Agreement.

11           61.    Class Data. Within fourteen (14) days after entry of the Preliminary Approval  
12 Order, Defendants shall provide the Class Data to the Administrator. The Administrator will run  
13 a check of the Class Members' addresses against those on file with the U.S. Postal Service's  
14 National Change of Address List. The Class Data provided to the Administrator will remain  
15 confidential and will not be used or disclosed to anyone, except as required by applicable tax  
16 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although  
17 Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class  
18 Counsel from communicating with Class Members regarding the Action and Settlement.

19           62.    Total Workweeks. At least 5 days prior to mailing the Notice, the Administrator  
20 shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary  
21 calculation of all payments to be paid from the Settlement Amount, including the estimated  
22 Individual Class Payments to each Class Member and Individual PAGA Payments to each  
23 Aggrieved Employee (a person's name shall be redacted and a control number used in place of  
24 the name). In the event that the total Workweeks worked by all Class Members triggers the  
25 Escalator Clause, the Administrator shall notify the Parties of the increased Settlement Amount,  
26 and related increased payments from the Settlement Amount, including increased Attorneys'  
27 Fees and Costs and any increased Administration Costs, all of which shall be subject to Court  
28 approval.



1           63.    Notice. The Notice, as approved by the Court, shall be sent by the Administrator  
2 to the Class Members, by first class mail, in English, within ten (10) calendar days following the  
3 Administrator's receipt of the Class Data. The Administrator shall use standard devices,  
4 including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are  
5 returned.

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

15           65.    Presumption Regarding Receipt of Notices. It will be conclusively presumed that  
16 if an envelope has not been returned to Administrator by the Response Deadline that the Class  
17 Member received the Notice.

18           66.    Disputes Regarding Class Data. Class Members are deemed to participate in the  
19 Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released  
20 PAGA Claims. The Notice will inform Class Members of his/her estimated Individual Class  
21 Payment and Individual PAGA Payment, as well as the number of Workweeks he/she worked  
22 during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked  
23 if they feel they should be credited with more Weeks Worked in the Class Period and/or PAGA  
24 Period in California than Defendants' records show by timely submitting evidence to the  
25 Administrator. Defendants' records will be presumed determinative absent reliable evidence to  
26 rebut Defendants' records, but the Administrator will evaluate the evidence submitted by the  
27 Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who  
28 agree to meet and confer in good faith about the evidence to determine the Class Member's

1 actual number of Work Weeks and estimated Individual Class Payment and Individual PAGA  
2 Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the  
3 dispute to the Court to render a final decision. Class Members and Aggrieved Employees will  
4 have until the Response Deadline to dispute Weeks Worked, object or opt out, unless extended  
5 by the Court.

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

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

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

18 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT  
19 CLASS IN THE HAPPY EXPRESS LAWSUIT. I  
20 UNDERSTAND THAT IF I ASK TO BE EXCLUDED  
21 FROM THE SETTLEMENT CLASS, I WILL NOT  
22 RECEIVE ANY MONEY FROM THE SETTLEMENT OF  
23 THIS LAWSUIT."

24 To be valid, any Request for Exclusion must include the full name, address, telephone  
25 number, last four digits of the social security number or date of birth, and signature of the Class  
26 Member requesting exclusion. The Request for Exclusion must be returned by mail to the  
27 Settlement Administrator at the specified address. Any such Request must be made in  
28 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if

1 postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any  
2 Class Member who timely requests exclusion in compliance with these requirements: (i) will not  
3 have any rights under this Agreement, including the right to object, appeal or comment on the  
4 Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will  
5 not be bound by this Agreement, or the Judgment. Any Aggrieved Employee who requests  
6 timely exclusion will still be subject to the PAGA Released Claims and receive a share of PAGA  
7 Penalties, and such requests for exclusion shall be deemed void and defective.

8 (b) Binding Effect on Participating Class Members. All Participating Class  
9 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and  
10 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have  
11 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the  
12 Settlement.

13 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who  
14 does not submit a valid and timely Request for Exclusion may object to the terms of this  
15 Agreement by completing the Objection Form provided within the Notice Packet. To object, the  
16 Class Member must mail the Objection Form to the Administrator, postmarked by the Response  
17 Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any  
18 objection must be made in accordance with the terms set forth in the Notice Packet. The  
19 Administrator shall provide any objections to Class Counsel and Defense Counsel within three  
20 (3) days of receipt, and the Administrator shall attach the same to its declaration of due diligence  
21 and file with the Court prior to the Final Approval Hearing. Any Participating Class Member  
22 who files an objection remains eligible to receive an Individual Class Payment. Plaintiff and  
23 Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class  
24 Member and/or his or her counsel related to any objections to the Settlement. Submitting an  
25 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is  
26 preserved by becoming a party of record by timely and properly intervening or filing a motion to  
27 vacate the judgment under Code of Civil Procedure § 663.

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1 (d) Failure to Object. Any Class Member who does not timely and properly  
2 become a party of record by intervening or filing a motion to vacate the judgment waives any  
3 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding  
4 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion  
5 under California Code of Civil Procedure section 473, and extraordinary writs.

6 (e) Responses to Objections. Counsel for the Parties may file a response to  
7 any objections submitted by an Objecting Class Member at least five (5) court days before the  
8 date of the Final Approval Hearing.

9 (f) Class Members will have until the Response Deadline to object or submit  
10 a Request for Exclusion to the Administrator by U.S. Mail. The Administrator shall disclose  
11 jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were  
12 timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

13 69. Funding of the Settlement Amount. Defendants shall deposit the Settlement  
14 Amount, plus Defendants' share of payroll taxes owed on Individual Class Payments, with the  
15 Administrator as follows:

16 (a) By the later of October 1, 2023, or 10 days after the Effective Date, Defendants  
17 shall fund 50% of the Settlement Amount, which shall be distributed in a manner  
18 that compensates Plaintiff, the Participating Class Members, the Aggrieved  
19 Employees, the LWDA, Class Counsel [for fees and costs], and the Settlement  
20 Administrator for 50% of the Court-awarded amounts; and

21 (b) By June 1, 2024, Defendants shall fund the remaining 50% balance of the  
22 Settlement Amount, and which will be distributed in a manner that compensates  
23 Plaintiff, the Participating Class Members, the Aggrieved Employees, the LWDA,  
24 Class Counsel [for fees and costs], and the Settlement Administrator for all  
25 remaining Court-awarded amounts.

26 70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the  
27 Settlement Amount by Defendants, the Administrator shall mail the Individual Class Payments  
28 to the Participating Class Members, the Individual PAGA Payments to the Aggrieved

Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and will pay itself the Administration Costs.

71. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved Employees shall have 180 calendar days after mailing by the Administrator to cash their settlement checks. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Administrator within 180 days of mailing, the Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Administrator that he or she believes that a settlement check has been lost or stolen, the Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Administrator will issue a replacement check.

(a) If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member.

(b) If any Aggrieved Employee's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Aggrieved Employee.

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1 **I. Duties of the Parties Prior to the Court's Approval**

2 72. Promptly after execution of this Agreement, Plaintiff will move the Court for  
3 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order  
4 accomplishing the following:

- 5 (a) Approving as to form and content the proposed Notice;  
6 (b) Directing the mailing of the Notice by first class mail to the Class  
7 Members;  
8 (c) Preliminarily approving this Settlement;  
9 (d) Preliminarily certifying the class for purposes of this Settlement;  
10 (e) Advising the LWDA of the proposed Settlement; and  
11 (f) Scheduling the Final Approval Hearing on the issue of whether this  
12 Settlement should be finally approved as fair, reasonable and adequate.

13 **J. Duties of the Parties Following Court's Final Approval**

14 73. In connection with the Final Approval Hearing provided for in this Agreement,  
15 Class Counsel shall submit a proposed Final Approval Order:

- 16 (a) Approving the Settlement, adjudging the terms thereof to be fair,  
17 reasonable and adequate, and directing consummation of its terms and provisions;  
18 (b) Approving Class Counsel's application for an award of attorneys' fees and  
19 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,  
20 and the payment to the Administrator for costs of administering the settlement; and  
21 (c) Entering judgment approving settlement.

22 **K. Voiding the Agreement**

23 74. If the Court fails or refuses to issue the Final Approval Order or fails to approve  
24 any material condition of this Agreement which effects a fundamental change of the Settlement,  
25 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the  
26 option of either Party.

27 75. In the event that 11 or more of the Class Members submit a timely and valid  
28 Request for Exclusion, Defendants have the right in their sole and exclusive discretion to

1 terminate and withdraw from the Settlement at any time prior to the date the Court enters final  
2 approval of the Settlement. Defendants will not encourage or in any way influence Class  
3 Members to submit a Request for Exclusion.

4 76. If the Settlement is voided or fails for any reason, Plaintiff and Defendants will  
5 have no further obligations under the Settlement, including any obligation by Defendants to pay  
6 the Settlement Amount, or any amounts that otherwise would have been owed under this  
7 Settlement.

8 77. If the Settlement is voided or fails for any reason, any costs incurred by the  
9 Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in  
10 this Agreement.

11 **L. Other Terms**

12 78. Waiver. The waiver by one Party of any breach of this Agreement by another  
13 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

14 79. Parties' Authority. The signatories hereto represent that they are fully authorized  
15 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

16 80. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
17 accomplish the terms of this Agreement, including but not limited to, execution of such  
18 documents and to take such other action as may reasonably be necessary to implement the terms  
19 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
20 contemplated by this Agreement and any other efforts that may become necessary by order of the  
21 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as  
22 practicable after execution of this Agreement, Class Counsel shall, with the assistance and  
23 cooperation of Defendants and Defense Counsel, take all necessary steps to secure the Court's  
24 preliminary and final approval of the settlement, and the final entry of judgment.

25 81. No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
26 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,  
27 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
28 cause of action or rights released and discharged by this Agreement.

1           82.    No Admission. Defendants denies any and all liability to Plaintiff and/or any  
2 Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that  
3 were asserted or that might have been asserted in this Action. Nonetheless, Defendants wishes to  
4 settle and compromise the matters at issue in the Complaint to avoid further substantial expense  
5 and the inconvenience and distraction of protracted and burdensome litigation. Defendants has  
6 taken into account the uncertainty and risks inherent in litigation, and without conceding any  
7 infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that  
8 it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms  
9 and conditions set forth in this Agreement.

10           83.    Inadmissibility of Agreement. Whether or not the Court issues the Final Approval  
11 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or  
12 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of  
13 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this  
14 Agreement with the intention of avoiding further disputes and litigation with the attendant  
15 inconvenience and expenses. This Agreement is a settlement document, and it, along with all  
16 related documents such as the notices, and motions for preliminary and final approval, shall,  
17 pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be  
18 inadmissible in evidence in any proceeding, except an action or proceeding to approve the  
19 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as  
20 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not  
21 approved, the stipulation will be of no force or effect.

22           84.    No Publicity. The Parties will not publicize the Settlement or disclose it to third  
23 parties prior to the Court granting Preliminary Approval, except as required or necessary to  
24 effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and  
25 Class Representative agree that they will not discuss the Settlement with the media, any  
26 settlement and verdict reporting service, any social media postings or other Internet postings.  
27 Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or  
28 other case materials in the Action related to seeking and obtaining Court approval of this



1 Settlement and the related awards of attorneys' fees and costs, or to communications with Class  
2 Members or their representatives about this Settlement, including through the posting of Court-  
3 filed documents on Class Counsel's websites for access solely by the Class Members, or to  
4 prevent the Parties or their representatives from communicating with financial or legal advisors  
5 regarding the Settlement. In response to any media inquiry, Class Counsel may state only that  
6 the Action has been settled on terms mutually agreeable to the Parties.

7 85. Notices. Unless otherwise specifically provided herein, all notices, demands or  
8 other communications given hereunder shall be in writing and shall be deemed to have been duly  
9 given as of the third business day after mailing by United States registered or certified mail,  
10 return receipt requested, addressed:

11 *To the Class:*

12 Brian J. Mankin  
13 *brian@lmlfirm.com*  
14 Lauby, Mankin & Lauby LLP  
15 5198 Arlington Ave, PMB 513  
16 Riverside, CA 92504  
17 Tel: (951) 320-1444 | Fax: (951) 320-1445

18 *To Defendants:*

19 Roxana Verano, Esq.  
20 *roxana@landeggeresq.com*  
21 LANDEGGER VERANO & DAVIS ALC  
22 15760 Ventura Blvd., #1200  
23 Encino, CA 91436  
24 Tel: 818-986-7561 | Fax: 818-986-5147

25 86. Construction. The Parties hereto agree that the terms and conditions of this  
26 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and  
27 that this Agreement shall not be construed in favor of or against any Party by reason of the extent  
28 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff  
and Defendants 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 all cases construed as a

1 whole, according to its fair meaning.

2 87. 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 Agreement or any provision hereof. Each term of this Agreement is  
5 contractual and not merely a recital.

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

10 89. 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  
12 provide written notice to the other Party and allow an opportunity to cure the alleged  
13 deficiencies, and Plaintiff and Defendants may agree to seek the help of the Mediator to resolve  
14 any dispute they are unable to resolve informally. During this period, the Parties shall bear their  
15 own attorneys' fees and costs. This provision shall not apply to any legal action or other  
16 proceeding instituted by any person or entity other than Plaintiff or Defendants.

17 90. 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 91. Integration Clause. This Settlement Agreement contains the entire agreement  
21 between the Parties relating to the settlement and transaction contemplated hereby, and all prior  
22 or contemporaneous agreements, understandings, representations, and statements, whether oral  
23 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights  
24 hereunder may be waived except in writing.

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


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

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

Dated: April 18, 2023

**PLAINTIFF AND CLASS REPRESENTATIVE:**

  
Devin Teague (Apr 18, 2023 15:32 PDT)

Devin Teague

Dated: April 21, 2023

**DEFENDANT HAPPY EXPRESS, INC.**

Andrey Oganessian  
By: Andrey Oganessian (name)  
President (title)

Dated: April 21, 2023

**DEFENDANT ANDREY OGANESYAN**

Andrey Oganessian  
Andrey Oganessian

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1 **APPROVED AS TO FORM:**

2 Dated: April 21, 2023

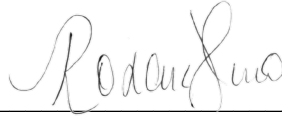
**CLASS COUNSEL**  
LAUBY, MANKIN & LAUBY LLP

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5 \_\_\_\_\_  
6 Brian J. Mankin  
Attorneys for Plaintiff

7 May 8  
8 Dated: ~~April~~ May 8, 2023

**DEFENSE COUNSEL**  
LANDEGGER VERANO & DAVIS ALC

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12 Roxana Verano, Esq.  
13 Attorneys for Defendants  
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