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**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DEBORAH JORDAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WP COMPANY LLC, d/b/a THE
WASHINGTON POST,

Defendant.

Case No. 3:20-cv-05218-WHO

**STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Judge: Hon. William H. Orrick

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff Deborah Jordan (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendant WP Company LLC d/b/a The Washington Post (“Defendant” or “WaPo”). The Settlement Class and Plaintiff are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action was filed on July 29, 2020, in the United States District Court for the Northern District of California. The material allegations of the action are that Defendant enrolled Plaintiff and other Settlement Class Members in automatic renewal subscriptions without first presenting the consumer with the automatic renewal offer terms in a clear and conspicuous manner; charged the consumer’s credit card, debit card, or third party payment account without first obtaining the consumer’s affirmative consent to an agreement containing clear and conspicuous disclosure of the automatic renewal offer terms; and failed to provide the consumer with an acknowledgment that included disclosure of the automatic renewal offer terms, cancellation policy, and information regarding how to cancel. Based on Defendant’s alleged conduct, the Complaint sought monetary and injunctive relief and brought claims for: (1) violation of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) conversion; (3) violation of California’s False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; (4) violation of California’s Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§ 1750, *et seq.*; (5) unjust enrichment / restitution; (6) negligent misrepresentation; and (7) fraud. (ECF No. 1.)

B. After Plaintiff filed her Complaint, the Parties engaged in a Rule 26(f) planning conference and a Rule 16 scheduling conference. (ECF No. 16.)

C. On September 21, 2020, Defendant filed a motion to dismiss under Rule 12(b)(6) and Rule 9(b), arguing that Plaintiff failed to state a claim upon which relief could be granted and

1 failed to plead her claims with sufficient particularity. (ECF No. 21.) Among its arguments,
2 Defendant maintained that it had met all of the pre-purchase requirements under the ARL,
3 including providing clear and conspicuous disclosures of all of the required ARL terms prior to
4 purchase, and obtaining Plaintiff and other class members' consent to such terms at the time of
5 purchase.

6 D. On October 5, 2020, Plaintiff filed her First Amended Class Action Complaint
7 ("FAC") as of right. (ECF No. 22.) In addition to claims for relief brought by Plaintiff's original
8 Complaint, the FAC contains a request for damages under the CLRA at Count IV. (*See id.* ¶ 104).

9 E. On October 19, 2020, Defendant filed a motion to dismiss Plaintiff's FAC for
10 failure to state a claim upon which relief could be granted under Rule 12(b)(6) and for failure to
11 plead claims with sufficient particularity under Rule 9(b). (ECF No. 23.) Defendant again argued
12 that it had met all of the pre-purchase requirements under the ARL, including providing clear and
13 conspicuous disclosures of all of the required ARL terms prior to purchase, and obtaining Plaintiff
14 and other class members' consent to such terms at the time of purchase, and further argued that
15 Plaintiff had failed to set forth any basis for claims of fraud and negligent misrepresentation.

16 F. On November 19, 2020, before Plaintiff's opposition brief was due to be filed, the
17 Parties filed a Joint Stipulation and Proposed Order with the Court, indicating that the Parties had
18 agreed to explore early resolution of the case through private mediation and requesting that the
19 Court enter an order staying all upcoming deadlines pending settlement discussions, including
20 Plaintiff's deadline to file an opposition to Defendant's motion to dismiss. (ECF No. 28.) On
21 November 20, 2020, the Court entered an order granting the Parties' requests. (ECF No. 29.) On
22 March 22, 2021 and March 30, 2021, the Court entered orders extending the stay of the action.
23 (ECF Nos. 35 and 37.)

24 G. From the outset of the case, including during the pendency of the motion to dismiss,
25 the Parties engaged in direct communications, and as part of their obligations under Fed. R. Civ. P.
26 26, discussed the prospect of an early resolution. Those discussions eventually led to an agreement
27 between the Parties to engage in early mediation, which the Parties agreed would take place before
28 Jill R. Sperber, Esq., who is an experienced neutral affiliated with Judicate West.

1 H. As part of the mediation, the Parties exchanged informal discovery, including on
2 issues such as the size and scope of the putative class. This information was sufficient for the
3 Parties to assess the strengths and weakness of the claims and defenses.

4 I. The Parties participated in two mediation sessions with Jill R. Sperber, Esq., which
5 were both conducted by Zoom. The first session took place on March 16, 2021 and lasted
6 approximately nine hours. The parties promptly arranged for a second mediation session which
7 took place on March 25, 2021 and lasted nearly six hours. The Parties engaged in good faith
8 negotiations, which at all times were at arms' length. Towards the end of the second mediation
9 session, the Parties agreed to all material terms of a settlement in this case.

10 J. At all times, Defendant has denied and continues to deny any wrongdoing
11 whatsoever and has denied and continues to deny that it committed any wrongful act or violation of
12 law or duty alleged in the Action, and has opposed and continues to oppose certification of a
13 litigation class. Defendant believes that the claims asserted in the Action do not have merit and
14 that Defendant would have prevailed on its motion to dismiss, at summary judgment or at trial.
15 Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has
16 concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in
17 the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a
18 compromise, and the Agreement, any related documents, and any negotiations resulting in it shall
19 not be construed as or deemed to be evidence of or an admission or concession of liability or
20 wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect
21 to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the
22 certifiability of a litigation class.

23 K. Plaintiff believes that the claims asserted in the Action against Defendant have merit
24 and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and
25 Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that
26 Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay
27 associated with continued prosecution of the Action against Defendant through class certification,
28 summary judgment, trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken

into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims will be finally and fully compromised, settled, and released, and the Action will be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINED TERMS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Jordan v. WP Company LLC*, Case No. 3:20-cv-05218-WHO, pending in the United States District Court for the Northern District of California.

1.2 “Active Class Members” or “Active Subscribers” means Settlement Class Members with at least one WaPo Subscription that was active as of April 1, 2021.

1.3 “Active Annual Class Members” means Active Class Members whose most recent WaPo Subscription was an Annual WaPo Subscription as of April 1, 2021.

1.4 “Active Four-Week Class Members” means Active Class Members whose most recent WaPo Subscription was a Four-Week Subscription as of April 1, 2021.

1 **1.5 “Alternate Judgment”** means a form of final judgment that may be entered by the
2 Court herein but in a form other than the form of Judgment provided for in this Agreement and
3 where none of the Parties elects to terminate this Settlement by reason of such variance.

4 **1.6 “Annual WaPo Subscription”** means a WaPo Subscription with a billing period of
5 one year.

6 **1.7 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member
7 for cash payment from the Settlement Fund that is: (a) submitted timely and in accordance with the
8 directions on the Claim Form and the provisions of the Settlement Agreement, as determined by
9 the Settlement Administrator; (b) fully and truthfully completed by a Settlement Class Member
10 with all of the information requested in the Claim Form; (c) signed by the Settlement Class
11 Member, physically or electronically under penalty of perjury; and (d) approved by the Settlement
12 Administrator pursuant to the provisions of this Agreement.

13 **1.8 “Automatic Account Credit Codes”** means codes for free access to various WaPo-
14 branded subscription products made available to Active and Inactive Subscribers who do not
15 submit an Approved Claim by the Claims Deadline. Automatic Account Credit Codes shall be
16 freely transferable and shall not expire.

17 **1.9 “Claimant”** means a Settlement Class Member who submits a Claim Form for cash
18 payment as described in paragraph 2.2(f) of this Settlement Agreement.

19 **1.10 “Claim Form”** means the document substantially in the form attached hereto as
20 **Exhibit A**, as approved by the Court. The Claim Form shall be submitted by Settlement Class
21 Members seeking a cash payment pursuant to this Settlement Agreement. The Claim Form will be
22 available online at the Settlement Website (defined at paragraph 1.50 below).

23 **1.11 “Claims Deadline”** means the date by which all Claim Forms must be postmarked
24 or received, including by electronic submission via the Settlement Website, to be considered timely
25 and will be set as a date no later than forty-five (45) days following the dissemination of Notice to
26 the Settlement Class by the Settlement Administrator, pursuant to the terms herein. The Claims
27 Deadline will be clearly set forth in the Preliminary Approval Order, and will be stated on the
28 Notice and the Claim Form.

1 **1.12 “Class Counsel”** means Frederick J. Klorczyk III of the law firm of Bursor &
2 Fisher, P.A.

3 **1.13 “Class Period”** means the period of time from July 29, 2016, to and through April
4 1, 2021.

5 **1.14 “Class Representative”** means the named Plaintiff in this Action, Deborah Jordan.

6 **1.15 “Court”** means the United States District Court for the Northern District of
7 California, the Honorable William H. Orrick presiding, or any judge who will succeed him as the
8 Judge in this Action.

9 **1.16 “Defendant” or “WaPo”** means WP Company LLC d/b/a *The Washington Post*.

10 **1.17 “Defendant’s Counsel”** means Alexei Klestoff of the law firm of ZwillGen Law
11 LLP and Jacob A. Sommer and Zachary Lerner of the law firm of ZwillGen Law PLLC.

12 **1.18 “Effective Date”** means the date ten (10) days after which all of the events and
13 conditions specified in paragraph 9.1 have been met and have occurred, provided that this
14 Agreement has not been terminated in accordance with the provisions of Section 6 below.

15 **1.19 “Escrow Account”** means the separate, interest-bearing escrow account to be
16 established by the Settlement Administrator under terms acceptable to all Parties at a depository
17 institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be
18 deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement
19 and the money in the Escrow Account shall be invested in the following types of accounts and/or
20 instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and
21 certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of
22 establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

23 **1.20 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses
24 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

25 **1.21 “Final Approval Date”** means one (1) day following the latest of the following
26 events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s
27 Settlement Approval Order and Final Judgment approving the Settlement Agreement, if no appeal
28 has been filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with

1 respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in
2 place the Final Judgment without any material modification, of all proceedings arising out of the
3 appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for
4 reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all
5 proceedings arising out of any subsequent appeal or appeals following decisions on remand); or
6 (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

7 **1.22 “Final”** means, with respect to any court order, including, without limitation, the
8 Final Judgment, that such order represents a final and binding determination of all issues within its
9 scope and is not subject to further review on appeal or otherwise. An order becomes “Final” when:
10 (i) no appeal has been filed and the prescribed time for commencing any appeal has expired; or (ii)
11 an appeal has been filed and either (a) the appeal has been dismissed and the prescribed time, if
12 any, for commencing any further appeal has expired, or (b) the order has been affirmed in its
13 entirety and the prescribed time, if any, for commencing any further appeal has expired. Any
14 appeal or other proceeding pertaining solely to any order issued with respect to any application for
15 attorneys’ fees and expenses and/or Incentive Awards pursuant to Section 8 below, shall not in any
16 way delay or prevent the Final Judgment from becoming Final.

17 **1.23 “Final Approval Hearing”** means the hearing before the Court where the Parties
18 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,
19 the Fee Award, and the Incentive Award to the Class Representative.

20 **1.24 “Final Judgment”** means the Final Judgment and Order to be entered by the Court
21 approving the Agreement after the Final Approval Hearing, which is substantially in the form of
22 **Exhibit H** attached hereto.

23 **1.25 “Four-Week WaPo Subscription”** means a WaPo Subscription with a billing
24 period of four weeks or one month.

25 **1.26 “Inactive Class Members” or “Inactive Subscribers”** means Settlement Class
26 Members who did not have any active WaPo Subscription as of April 1, 2021.

27 **1.27 “Inactive Annual Class Members”** means Inactive Class Members whose most
28 recent WaPo Subscription was an Annual WaPo Subscription.

1 **1.28 “Inactive Four-Week Class Members”** means Inactive Class Members whose
2 most recent WaPo Subscription was a Four-Week WaPo Subscription.

3 **1.29 “Incentive Award”** means any award approved by the Court that is payable to the
4 Plaintiff from the Settlement Fund.

5 **1.30 “Notice Plan”** means the Settlement Administrator’s plan to disseminate Notice to
6 Settlement Class Members, as set forth in paragraph 4.1 below. The Notice Plan will include a
7 short form notice, email notice, long form notice, and internet notice.

8 **1.31 “Net Settlement Fund”** means the amount of the Settlement Fund remaining after
9 payment of claims administration and notice costs, incentive award to the Class Representative,
10 and the Fee Award.

11 **1.32 “Notice”** means the notice of this proposed Class Action Settlement Agreement and
12 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set
13 forth in this Agreement, consistent with the requirements of Due Process, Rule 23, and
14 substantially in the form of **Exhibits A, B, C, D, and E** hereto.

15 **1.33 “Notice and Other Administrative Costs”** means all costs and expenses actually
16 incurred by the Settlement Administrator in the publication of Notice, establishment of the
17 Settlement Website, providing CAFA notice, the processing, handling, reviewing, and paying of
18 claims made by Claimants, paying taxes and tax expenses related to the Settlement Fund (including
19 all federal, state, or local taxes of any kind and interest or penalties thereon, as well as expenses
20 incurred in connection with determining the amount of and paying any taxes owed and expenses
21 related to any tax attorneys and accountants).

22 **1.34 “Notice Date”** means the publication of notice pursuant to paragraph 4.1(b), which
23 shall be no later than twenty-eight (28) days after the Preliminary Approval Order.

24 **1.35 “Objection/Exclusion Deadline”** means the date by which a written objection to
25 this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement
26 Class must be made, which shall be designated as a date no later than forty-five (45) days after the
27 Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed
28

1 with the Court and posted to the Settlement Website referenced in paragraph 4.1(e) below, or such
2 other date as ordered by the Court.

3 **1.36 “Person”** shall mean, without limitation, any individual, corporation, partnership,
4 limited partnership, limited liability company, association, joint stock company, estate, legal
5 representative, trust, unincorporated association, government or any political subdivision or agency
6 thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-
7 owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to
8 include any governmental agencies or governmental actors, including, without limitation, any state
9 Attorney General office.

10 **1.37 “Plaintiff”** means Deborah Jordan.

11 **1.38 “Preliminary Approval”** means the Court’s entry of an order preliminarily
12 approving the terms and conditions of this Settlement Agreement, including the manner of
13 providing, and content of, the notice to Settlement Class Members.

14 **1.39 “Preliminary Approval Date”** means the date on which the Court enters an order
15 granting Preliminary Approval.

16 **1.40 “Preliminary Approval Order”** means the order preliminarily approving the
17 Settlement Agreement, conditionally certifying the Settlement Class for settlement purposes, and
18 directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and
19 submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the
20 Agreement. The Parties’ proposed form of Preliminary Approval Order is attached hereto as
21 **Exhibit G.**

22 **1.41 “Released Claims”** means any and all causes of action or claims for relief, whether
23 in law or equity, including but not limited to injunctive relief, actual damages, nominal damages,
24 statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement,
25 expenses, attorneys’ fees and costs, and/or any other form of consideration whatsoever (including
26 “Unknown Claims” as defined below), whether in law or in equity, accrued or un-accrued, direct,
27 individual or representative, of every nature and description whatsoever, that were brought or could
28 have been brought in the Action relating to any and all Releasing Parties, any WaPo Subscription

1 associated with any of them, or that in any way relate to or arise out of Defendant's automatic
2 renewal and/or continuous service programs in California from July 29, 2016, to and through April
3 1, 2021, including but not limited to any of the facts, transactions, events, matters, occurrences,
4 acts, disclosures, statements, representations, omissions or failures to act related thereto.

5 **1.42 "Released Parties"** means WP Company LLC, as well as any and all of its
6 respective present or past heirs, executors, estates, administrators, predecessors, successors,
7 assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers,
8 agents, consultants, independent contractors, insurers, and customers, including without limitation
9 employees of the foregoing, directors, managing directors, officers, partners, principals, members,
10 attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors,
11 investment advisors, legal representatives, successors in interest, assigns and companies, firms,
12 trusts, and corporations.

13 **1.43 "Releasing Parties"** means Plaintiff, those Settlement Class Members who do not
14 timely opt out of the Settlement Class, each WaPo Subscription associated with such Settlement
15 Class Member, and all of their respective present or past heirs, executors, estates, administrators,
16 predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers,
17 employees, agents, consultants, independent contractors, insurers, directors, managing directors,
18 officers, partners, principals, members, attorneys, accountants, financial and other advisors,
19 underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors
20 in interest, assigns and companies, firms, trusts, and corporations.

21 **1.44 "Settlement Administration Expenses"** means the expenses incurred by the
22 Settlement Administrator in providing Notice (including CAFA notice), processing claims,
23 responding to inquiries from members of the Settlement Class, mailing checks or distributing e-
24 payments for Approved Claims, and related services, paying taxes and tax expenses related to the
25 Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties
26 thereon, as well as expenses incurred in connection with determining the amount of and paying any
27 taxes owed and expenses related to any tax attorneys and accountants), as well as all expenses
28

1 related to the resolution of any disputed claims by Jill R. Sperber, Esq., as described below in
2 paragraph 5.3.

3 **1.45 “Settlement Administrator”** means a reputable administration company that has
4 been selected jointly by the Parties and approved by the Court to perform the duties set forth in this
5 Agreement, including but not limited to serving as Escrow Agent for the Settlement Fund,
6 overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to
7 the Settlement Class as set forth in this Agreement, handing all approved payments out of the
8 Settlement Fund, and handling the determination, payment and filing of forms related to all federal,
9 state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed
10 on any income earned by the Settlement Fund. Class Counsel’s assent to this Agreement shall
11 constitute consent on behalf of each and every member of the Settlement Class as defined herein to
12 disclose all information required by the Settlement Administrator to perform the duties and
13 functions ascribed to it herein.

14 **1.46 “Settlement Class”** means all Persons who, from July 29, 2016, to and through
15 April 1, 2021, enrolled in an automatically renewing WaPo Subscription using a California billing
16 address and who, during that time period, were charged and paid one or more automatic renewal
17 fees in connection with such subscription. Excluded from the Settlement Class are: (1) any Judge
18 or Magistrate presiding over this Action and members of their families; (2) Defendant, Defendant’s
19 subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its
20 parents have a controlling interest and their current or former officers, directors, agents, attorneys,
21 and employees; (3) Persons who properly execute and file a timely request for exclusion from the
22 class; and (4) the legal representatives, successors or assigns of any excluded Persons.

23 **1.47 “Settlement Class Member”** means a Person who falls within the definition of the
24 Settlement Class.

25 **1.48 “Settlement Fund”** means the non-reversionary total cash fund that shall be
26 established by Defendant for purposes of this settlement in the total amount of \$2,400,000.00 USD
27 to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest
28 earned thereon. The Settlement Fund shall be used for payment of the following: (i) Approved

1 Claims for cash benefits submitted by Settlement Class Members pursuant to paragraph 2.2 below;
 2 (ii) the Notice and Other Administrative Costs actually incurred by the Settlement Administrator,
 3 as described in paragraph 1.33 above; (iii) the Fee Award, as defined and described in paragraphs
 4 1.20 and 8.1 below; and (iv) any Incentive Award to the Plaintiff, not to exceed \$5,000.00 USD, as
 5 may be ordered by the Court and as described herein at paragraphs 1.29 and 8.3. The Settlement
 6 Fund shall be kept in the Escrow Account with permissions granted to the Settlement
 7 Administrator to access said funds until such time as the listed payments are made. The Settlement
 8 Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement
 9 Fund and the payment of all taxes that may be due on such earnings. The Settlement Fund
 10 represents the total extent of Defendant's monetary obligations under this Agreement. The
 11 payment of the Settlement Amount by Defendant fully discharges the Defendant and the other
 12 Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no
 13 Released Party shall have any other obligation to make any payment into the Escrow Account or to
 14 any Settlement Class Member, or any other Person, under this Agreement. In no event shall the
 15 total monetary obligation with respect to this Agreement on behalf of Defendant exceed two
 16 million four hundred thousand dollars (\$2,400,000).

17 **1.49 "Settlement Value"** means the Settlement Fund (\$2,400,000) plus the market value
 18 of the total amount of Automatic Account Credit Codes made available to Active Class Members
 19 and Inactive Class Members. The Settlement Value per this calculation as of May 28, 2021 is
 20 approximately \$6,762,480.00.

21 **1.50 "Settlement Website"** means a website to be established, operated, and maintained
 22 by the Settlement Administrator for purposes of providing notice and otherwise making available
 23 to the Settlement Class Members the documents, information, and online claims submission
 24 process referenced in paragraphs 2.2 and 4.1, below.

25 **1.51 "Short Form Notice"** means the Court-approved form of notice for publication to
 26 Settlement Class Members, pursuant to the Notice Plan.

27 **1.52 "Unknown Claims"** means claims that could have been raised in the Action and
 28 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or

her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object, or not to object to the Settlement. Upon the Effective Date, the Releasing Parties will be deemed to have, and will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, the Releasing Parties also will be deemed to have, and will have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this paragraph.

1.53 “WaPo All-Access Digital Subscription” means a WaPo Subscription advertised as an all-access digital subscription or basic digital subscription.

1.54 “WaPo Subscriptions” means all of Defendant’s digital subscription offerings, including the WaPo All-Access Digital Subscription and the WaPo Premium Digital Subscription.

1.55 “WaPo Premium Digital Subscription” means a WaPo Subscription advertised as a premium digital subscription.

2. SETTLEMENT RELIEF.

2.1 Defendant shall cause to be paid into the Escrow Account the amount of the Settlement Fund (\$2,400,000 USD), specified in paragraph 1.48 of this Agreement, within 30 days

1 after the Effective Date. *See* paragraph 1.19 above. Once Defendant makes its payment to the
2 Escrow Fund, all risk of loss shall pass to the Escrow Fund.

3 **2.2 Benefits For Settlement Class Members.** Settlement Class Members will be
4 entitled to the following relief:

5 (a) Active Annual Class Members shall be entitled to:

- 6 1. Do nothing and receive an Automatic Account Credit Code for eight
7 (8) weeks of their then-current WaPo Subscription through an access
8 code sent to the email account they use to subscribe to the WaPo
9 Subscription, valued at \$20.00; or
- 10 2. File a valid claim and receive a *pro rata* cash payment of 2 shares
11 (expected to be \$20) from the Net Settlement Fund.
- 12 3. The Claim Form provided to Active Annual Subscribers shall include
13 information about how to cancel their account.

14 (b) Active Four-Week Class Members shall be entitled to:

- 15 1. Do nothing and receive an Automatic Account Credit Code for four
16 (4) weeks of their then-current WaPo Subscription through an access
17 code sent to the email account they use to subscribe to the WaPo
18 Subscription, valued at \$10.00; or
- 19 2. File a valid claim and receive a *pro rata* cash payment of 1 share
20 (expected to be \$10) from the Net Settlement Fund .
- 21 3. The Claim Form provided to Active Four-Week Subscribers shall
22 include information about how to cancel their account.

23 (c) Inactive Annual Class Members may elect to either:

- 24 1. Do nothing and receive an Automatic Account Credit Code for eight
25 (8) weeks of a free WaPo Premium Digital Subscription, valued at
26 \$20.00 through an access code sent to the email account they used to
27 subscribe to the WaPo Subscription; or

2. File a valid claim and receive a *pro rata* cash payment of 2 shares (expected to be \$20) from the Net Settlement Fund.

(d) Inactive Four-Week Class Members may elect to either:

1. Do nothing and receive an Automatic Account Credit Code for four (4) weeks of a free WaPo Premium Digital Subscription, valued at \$10.00 through an access code sent to the email account they used to subscribe to the WaPo Subscription; or
2. File a valid claim and receive a *pro rata* cash payment of 1 share (expected to be \$10) from the Net Settlement Fund.

(e) Settlement Class Members who do not submit a valid Claim Form electing to receive cash will receive an Automatic Account Credit Code, as specified above, based on whether they are deemed Active Annual Class Members, Active Four-Week Class Members, Inactive Annual Class Members, or Inactive Four-Week Class Members as defined in paragraphs 1.3-1.4 and 1.27-1.28 above. *See also* paragraphs 1.2, 1.6, 1.25-1.26. Defendant shall make the Automatic Account Credit Codes available to the Settlement Administrator within 60 days of the Effective Date. Within 7 days of the Automatic Account Credit Codes becoming available, the Settlement Administrator will send email notice, using the email addresses WaPo provided to the Settlement Administrator and language to be agreed upon by the Parties, to all Settlement Class Members who did not file a valid claim advising as to the availability of the Automatic Account Credit Codes. No payment or billing information will be required for an Inactive Class Member to use the Automatic Account Credit Code. The Automatic Account Credit Codes will not expire and may be freely transferred. If an Active Class Member whose WaPo Subscription was purchased on or through a third-party platform or service (the Apple App Store, the Google Play Store, or Amazon) is unable to redeem an Automatic Account Credit Code, WaPo may provide that Active Class Member with substitute compensation of equal value.

(f) Settlement Class Members wishing to receive cash must make an election to receive cash by submitting a valid Claim Form to the Settlement Administrator. Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the

1 Settlement Administrator as an Approved Claim. Each Settlement Class Member who submits an
2 Approved Claim will receive a *pro rata* payment from the Settlement Fund in the form of a check
3 or e-payment, issued and mailed by the Settlement Administrator within 60 days of the Effective
4 Date.

5 (g) The Settlement Administrator will be responsible for reviewing all claims to
6 determine their validity. The Settlement Administrator will reject any claim that does not comply
7 in any material respect with the instructions on the Claim Form (defined at paragraph 1.10 above)
8 or the terms of paragraph 1.7 above (defining “Approved Claim”), or that is submitted after the
9 Claims Deadline specified at paragraph 1.11 above. Defendant has the right to audit the claims
10 process for evidence of fraud or error; provided, however, that the Settlement Administrator or the
11 Court shall be the final arbiter of a claim’s validity.

12 (h) Each claimant who submits an invalid Claim Form to the Settlement
13 Administrator must be given a notice of the Claim Form’s deficiency and an opportunity to cure
14 the deficiency within 21 days of the date of the notice.

15 (i) All cash payments issued to Settlement Class Members via check will state
16 on the face of the check that it will expire and become null and void unless cashed within one
17 hundred and eighty (180) days after the date of issuance. If a check issued to a Settlement Class
18 Member is not cashed within one hundred and eighty (180) days after the date of issuance, such
19 funds shall revert to the Legal Aid Association of California, a 501(c)(3) entity, or, if the intended
20 beneficiary is unable to receive these funds, other non-sectarian, not-for-profit organization(s) with
21 a similar mission in the State of California recommended by Class Counsel and Defendant, and as
22 approved by the Court.

23 (j) If an Automatic Account Credit Code emailed to a Settlement Class Member
24 (using the email address specified in Defendant’s records) is returned as non-deliverable, the
25 Settlement Administrator shall send an Automatic Account Credit Code to the Settlement Class
26 Member’s billing or mailing address to which Notice was sent pursuant to paragraph 4.1 below via
27 First Class U.S. Mail. If either (i) Defendant does not have such Settlement Class Member’s
28 billing or mailing address in its records or (ii) such First Class U.S. Mail is returned as non-

1 deliverable, then the Automatic Account Credit Code shall be considered non-deliverable, and 180
2 days after the Effective Date, any non-deliverable Automatic Account Credit Codes shall revert to
3 one or more non-sectarian, not-for-profit organization(s) or school(s) recommended by Class
4 Counsel and Defendant, and as approved by the Court.

5 **2.3 Prospective Relief.** Defendant agrees to provide automatic renewal terms on its
6 checkout pages in a manner that is consistent with the requirements of Cal. Bus. & Prof. Code
7 §§ 17600, *et seq.* Specifically, Defendant agrees to present to California subscribers on the
8 checkout page for any WaPo Subscription that will automatically renew, the automatic renewal
9 offer terms associated with such subscription (including by when a user must cancel) in a clear and
10 conspicuous manner before the subscription or purchasing agreement and in visual proximity to the
11 request for consent to the offer. Defendant will obtain affirmative consent to the agreement
12 containing the automatic renewal terms in a manner that complies with the ARL. Defendant
13 further agrees to disclose, in a manner that complies with the ARL, how to cancel and by when in
14 an acknowledgment email that is capable of being retained by California consumers. Defendant
15 further agrees to provide Persons with a California billing address enrolled in an active Annual
16 WaPo Subscription (as of the execution of the Settlement Agreement) who have not yet renewed as
17 of 60 days after the execution of the Settlement Agreement with a one-time additional
18 acknowledgement email at least 30 days before their next renewal date that provides those
19 subscribers with notice that their subscription will renew and includes a clear link to directions on
20 how to cancel that subscription. Defendant further agrees to provide Persons with a California
21 billing address enrolled in an active Four-Week WaPo Subscription (as of 30 days after the
22 execution of the Settlement Agreement) who have not yet renewed as of 60 days after the
23 execution of the Settlement Agreement with a one-time additional acknowledgement email at least
24 7 days before their next renewal date that provides those subscribers with notice that their
25 subscription will renew and includes a clear link to directions on how to cancel that subscription.

26 **3. RELEASE.**

27 **3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and
28 final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* Defendant shall produce an electronic list from its records that includes the names, and last known e-mail and, if available, U.S. Mail addresses that, according to its records, belong to Persons with WaPo Subscriptions within the Settlement Class. The electronic list shall also differentiate between Active Annual Class Members, Active Four-Week Class Members, Inactive Annual Class Members, and Inactive Four-Week Class Members, and shall include the Settlement Class Member's WaPo Subscriptions. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator. In no event shall the Class List be provided to the Settlement Administrator later than fourteen (14) days prior to the date Notice shall be disseminated. This Class List is confidential and shall not be used for any other purposes beyond providing notice to the Settlement Class and assisting with the determination of valid claims. Class Counsel's assent to this Agreement shall constitute consent on behalf of each and every member of the Settlement Class as defined herein to disclose this information as stated in this paragraph.

(b) *Direct Notice to Settlement Class Members.* No later than the twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send notice to the Active and Inactive Class Members via email, to the email address specified in Defendant's records, in the form attached as **Exhibit B**. If an email notice to an Active Class

1 Member is returned as non-deliverable, the Settlement Administrator shall send the notice in the
2 form attached as **Exhibit C** to the Settlement Class Member's billing or mailing address (if
3 specified in Defendant's records) via First Class U.S. Mail, together with a postcard Claim Form
4 with return postage prepaid. If an email notice to an Inactive Class Member is returned as non-
5 deliverable, the Settlement Administrator shall send the notice in the form attached as **Exhibit D**
6 to the Settlement Class Member's billing or mailing address via First Class U.S. Mail, together
7 with a postcard Claim Form with return postage prepaid.

8 (c) For Settlement Class Members without an email address, the Settlement
9 Administrator shall send the Notice via First Class U.S. Mail, together with a postcard Claim
10 Form with return postage prepaid.

11 (d) If any Notice is returned as non-deliverable, and a forwarding address is
12 provided, the Settlement Administrator shall re-mail the Notice to the forwarding address within
13 five (5) days. If any Notice is returned as non-deliverable, and no forwarding address is provided,
14 the Settlement Administrator shall attempt to ascertain a valid address for the affected Settlement
15 Class Member by seeking change of address information through the U.S. Postal Service's
16 National Change of Address Link, and shall re-mail the Notice within five (5) days to the
17 address(es) that are found. The Settlement Administrator shall have no obligation to send Notices
18 beyond those obligations specified herein.

19 (e) *Settlement Website.* Within ten (10) days from entry of the Preliminary
20 Approval Order, Notice shall be provided on a website at an available URL (such as, for example,
21 www.CANewspaperRenewalSettlement.com) which shall be obtained, administered and
22 maintained by the Settlement Administrator and shall include the ability to file Claim Forms
23 online, provided that such Claim Forms, if signed electronically, will be binding for purposes of
24 applicable law and contain a statement to that effect. The Notice provided on the Settlement
25 Website shall be substantially in the form of **Exhibit E** hereto.

26 (f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days
27 after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served
28

1 upon the Attorney General of the United States and any other required government official notice
2 of the proposed settlement as required by law, subject to paragraph 5.1 below.

3 **4.2** The Notice shall advise the Settlement Class of their rights, including the rights to
4 be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall
5 specify that any objection to the Settlement Agreement, and any papers submitted in support of
6 said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before
7 the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person
8 making the objection files notice of an intention to do so and at the same time (a) files copies of
9 such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the
10 Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel,
11 files any objection through the Court's CM/ECF system, and (b) sends copies of such papers by
12 mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

13 **4.3** Any Settlement Class Member who intends to object to this Agreement must present
14 the objection in writing to the Settlement Administrator, postmarked on or before the
15 Objection/Exclusion deadline approved by the Court and specified in the Notice, which must be
16 personally signed by the objector, and must include: (1) the objector's name and address; (2) an
17 explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all
18 grounds for the objection, including all citations to legal authority and evidence supporting the
19 objection; (4) the name and contact information of any and all attorneys representing, advising, or
20 in any way assisting the objector in connection with the preparation or submission of the objection
21 or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a
22 statement indicating whether the objector intends to appear at the Final Approval Hearing (either
23 personally or through counsel who files an appearance with the Court in accordance with the Local
24 Rules).

25 **4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any
26 class action settlement where the objector or the Objecting Attorneys asked for or received any
27 payment in exchange for dismissal of the objection, or any related appeal, without any modification
28

1 to the settlement, then the objection must include a statement identifying each such case by full
2 case caption and amount of payment received.

3 **4.5** A Settlement Class Member may request to be excluded from the Settlement Class
4 by sending a written request postmarked on or before the Objection/Exclusion Deadline approved
5 by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the
6 Settlement Class must timely send a written request for exclusion to the Settlement Administrator
7 providing his/her name and address, a signature, the name and number of the case, and a statement
8 that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A
9 request to be excluded that does not include all of this information, or that is sent to an address
10 other than that designated in the Notice, or that is not postmarked within the time specified, shall
11 be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class
12 and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of
13 the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound
14 by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii)
15 gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this
16 Agreement. The request for exclusion must be personally signed by each Person requesting
17 exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for
18 exclusion must be postmarked or received by the date specified in the Notice. Upon receiving any
19 request(s) for exclusion, the Settlement Administrator shall stamp on the original the date it was
20 received and shall promptly notify Class Counsel and Defendant’s Counsel of such request(s) no
21 later than two (2) calendar days after receiving any request. The Settlement Administrator shall
22 indicate whether such request is timely received, and provide copies of the request(s) for exclusion,
23 the mailing envelope, and any accompanying documentation, by email. The Parties and their
24 respective counsel agree that they will make no effort to suggest, solicit, facilitate or otherwise
25 encourage potential Settlement Class Members to opt out of the Settlement Class.

26 **4.6** The Final Approval Hearing shall be no earlier than one hundred and thirty five
27 (135) days after the date Preliminary Approval is granted.
28

1 **5. SETTLEMENT ADMINISTRATION.**

2 **5.1** The Settlement Administrator shall, under the supervision of the Court, administer
3 the relief provided by this Settlement Agreement by processing Claim Forms in a rational,
4 responsive, cost effective, and timely manner, consistent with the terms of this Agreement. The
5 Settlement Administrator shall maintain reasonably detailed records of its activities under this
6 Agreement. The Settlement Administrator shall maintain all such records as are required by
7 applicable law in accordance with its normal business practices and such records will be made
8 available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator
9 shall also provide reports and other information to the Court as the Court may require. The
10 Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular
11 reports at weekly intervals containing information concerning Notice, administration, and
12 implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a
13 timely report to the Court summarizing the work performed by the Settlement Administrator,
14 including a report of all amounts from the Settlement Fund paid to Settlement Class Members on
15 account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

16 **(a)** Forward to Defendant's Counsel, with copies to Class Counsel, all original
17 documents and other materials received in connection with the administration of the Settlement,
18 and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been
19 finally approved or disallowed in accordance with the terms of this Agreement;

20 **(b)** Provide Class Counsel and Defendant's Counsel with drafts of all
21 administration related documents, including but not limited to CAFA Notices, follow-up class
22 notices or communications with Settlement Class Members, telephone scripts, website postings or
23 language or other communications with the Settlement Class, at least five (5) days before the
24 Settlement Administrator is required to or intends to publish or use such communications, unless
25 Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by
26 case basis;

27 **(c)** Receive requests to be excluded from the Settlement Class and other
28 requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the

1 Settlement Administrator receives any exclusion forms or other requests after the deadline for the
2 submission of such forms and requests, the Settlement Administrator shall promptly provide copies
3 thereof to Class Counsel and Defendant's Counsel;

4 (d) Provide weekly reports to Class Counsel and Defendant's Counsel, including
5 without limitation, reports regarding the number of Claim Forms received, the number approved by
6 the Settlement Administrator, and the categorization and description of Claim Forms rejected, in
7 whole or in part, by the Settlement Administrator; and

8 (e) Make available for inspection by Class Counsel or Defendant's Counsel the
9 Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

10 5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to
11 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.
12 The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement
13 Class Member is an Approved Claim by determining if the Person is on the Class List and shall
14 reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of
15 this Agreement, or (b) provide full and complete information as requested on the Claim Form. If a
16 Person submits a timely Claim Form by the Claims Deadline where the Person appears on the
17 Class List but the Claim Form is not otherwise complete, then the Settlement Administrator shall
18 give such Person one (1) reasonable opportunity to provide any requested missing information,
19 which information must be received by the Settlement Administrator no later than thirty (30)
20 calendar days after the Claims Deadline. If the Settlement Administrator receives such information
21 more than thirty (30) days after the Claims Deadline, then any such claim shall be denied. The
22 Settlement Administrator may contact any Person who has submitted a Claim Form to obtain
23 additional information necessary to verify the Claim Form.

24 5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the
25 acceptance or rejection of a Claim Form submitted by Settlement Class Members. The Settlement
26 Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to
27 the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's
28 Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be

submitted to Jill R. Sperber, Esq., of Judicate West. Ms. Sperber will charge the Judicate West hourly rate for providing such services to the Settlement Class, and all expenses related thereto will be paid by the Settlement Administrator from the Settlement Fund. Ms. Sperber's determination as to the disputed claim shall be final and binding on the Parties.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.6 To allow a calculation of the *pro rata* payments to Settlement Class Members, no later than twenty-one (21) days before any distribution of Settlement Funds must occur, the Settlement Administrator shall submit to Class Counsel and Defendant's Counsel a final and total invoice for all of the Settlement Administrator's services.

5.7 All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or

omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

5.8 The Settlement administrator shall, as *cy pres*, direct that funds related to uncashed checks, as set forth in Section 2.2(i) above, are distributed to the Legal Aid Association of California, a 501(c)(3) entity, or, if the intended beneficiary is unable to receive these funds, other non-sectarian, not-for-profit organization(s) with a similar mission in the State of California recommended by Class Counsel and Defendant, and as approved by the Court.

6 TERMINATION OF SETTLEMENT.

6.1 Subject to Section 9 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment as defined in paragraphs 1.5 and 9.1(d) of this Agreement is vacated, modified, or reversed in any material respect by the Court, the Court of Appeals, or the Supreme Court.

6.2 If, prior to the filing of the Final Approval Motion, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance with the provisions of the Notice, and such Persons in the aggregate constitute more than one-half of a percent (.5%) of the Settlement Class, Defendant shall have, in its sole and absolute discretion, the option to terminate this settlement by giving notice as set forth in paragraph 6.1 above.

6.3 If Defendant seeks to terminate the Settlement Agreement on the basis of paragraph 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke paragraph 6.2 to terminate the Agreement that they cannot resolve amongst themselves after reasonable efforts,

1 notwithstanding that the Agreement will have been filed with and preliminarily approved by the
2 Court, the dispute shall be submitted to Jill Sperber, Esq. of Judicate West. Ms. Sperber will
3 charge the Judicate West hourly rate for providing such services to the Settlement Class, and all
4 expenses related thereto will be paid by the Settlement Administrator from the Settlement Fund.
5 Ms. Sperber's determination as to the disputed claim shall be final and binding on the Parties.

6 If the Parties agree, or the neutral mediator rules, that one of the conditions provided in
7 paragraph 6.2 above has been satisfied, Defendant may exercise its option to terminate the
8 Agreement only if Defendant's Counsel provides Class Counsel with written notice no later than
9 twenty-eight (28) calendar days prior to the Final Approval Hearing. If it appears that dispute
10 resolution efforts will not be completed before fourteen (14) days in advance of the Fairness
11 Hearing, the Parties will jointly seek an adjournment of the Final Approval Hearing to allow time
12 for this process to be completed.

13 **7 PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

14 **7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall
15 submit this Agreement together with its Exhibits to the Court and shall move the Court for
16 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement
17 Class for settlement purposes only; appointment of Class Counsel and the Class Representative;
18 and entry of a Preliminary Approval Order substantially in the form of **Exhibit G** hereto, which
19 order shall set a Final Approval Hearing date and approve the Notice and the Claim Form for
20 dissemination substantially in the form of **Exhibits A, B, C, D, and E** hereto. The Preliminary
21 Approval Order shall also authorize the Parties, without further approval from the Court, to agree
22 to and adopt such amendments, modifications and expansions of the Settlement Agreement and its
23 implementing documents (including all Exhibits to this Agreement) so long as they are consistent
24 in all material respects with the terms of the Settlement Agreement and do not limit or impair the
25 rights of the Settlement Class or materially expand the obligations of Defendant.

26 **7.2** At the time of the submission of this Agreement to the Court as described above,
27 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and
28 approve the settlement of the Action as set forth herein.

1 **7.3** After Notice is given, the Parties shall request and seek to obtain from the Court a
2 Final Judgment substantially in the form of **Exhibit H** hereto, which will (among other things):

3 **(a)** find that the Court has personal jurisdiction over all Settlement Class
4 Members and that the Court has subject matter jurisdiction to approve the Agreement, including all
5 Exhibits thereto;

6 **(b)** approve the Settlement Agreement and the proposed settlement as fair,
7 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct
8 the Parties and their counsel to implement and consummate the Agreement according to its terms
9 and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive
10 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of
11 Plaintiffs and Releasing Parties;

12 **(c)** find that the Notice implemented pursuant to the Agreement (1) constitutes
13 the best practicable notice under the circumstances; (2) constitutes notice that is reasonably
14 calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action,
15 their right to object to or exclude themselves from the proposed Agreement, and to appear at the
16 Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all
17 persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of
18 Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the
19 Court;

20 **(d)** find that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and
21 Fed. R. Civ. P. 23(b) have been satisfied for settlement purposes for the Settlement Class in that:
22 (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is
23 impracticable; (2) there are questions of law and fact common to the Settlement Class Members;
24 (3) the claims of the Class Representative are typical of the claims of the Settlement Class they
25 seek to represent; (4) the Class Representative has and will continue to fairly and adequately
26 represent the interests of the Settlement Class for purposes of entering into the Settlement
27 Agreement; (5) the questions of law and fact common to Settlement Class Members predominate
28 over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is

ascertainable; and (7) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;

(i) close the case; and

(j) incorporate any other provisions, as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

8 CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1 Defendant agrees that Class Counsel may apply to the Court to receive from the Settlement Fund, subject to Court approval, attorneys' fees, costs, and expenses not to exceed \$2,000,000.00. Plaintiff will petition the Court for an award of such attorneys' fees, costs, and expenses, and Defendant agrees to take no position on Class Counsel's petition for attorneys' fees, costs, and expenses if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court in attorneys' fees, costs, and expenses. In no event shall Defendant be obligated to pay or reimburse Class Counsel an amount greater than \$2,000,000.00. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the

1 amount sought by Class Counsel, the difference in the amount sought and the amount ultimately
2 awarded pursuant to this paragraph shall remain in the Settlement Fund for *pro rata* distribution to
3 Settlement Class Members in distributions for Approved Claims.

4 **8.2** The Fee Award shall be payable by the Settlement Administrator within ten (10)
5 days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking
6 Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit F**, and
7 providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the
8 Fee Award shall be made from the Settlement Fund by wire transfer to Bursor & Fisher, P.A., in
9 accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of
10 necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any
11 reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class
12 Counsel shall return such funds to the Defendant. Additionally, should any parties to the
13 Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the
14 final payment to Settlement Class Members, those parties shall execute a new undertaking
15 guaranteeing repayment of funds within 14 days of such an occurrence.

16 **8.3** Defendant agrees that, subject to Court approval, the Settlement Administrator may
17 pay an Incentive Award to the Class Representative from the Settlement Fund, in addition to any
18 settlement payment as a result of a valid claim pursuant to this Agreement, in the amount of up to
19 five thousand dollars (\$5,000). Defendant shall not object to or otherwise challenge, directly or
20 indirectly, Class Counsel's application for the Incentive Award to the Class Representative if
21 limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the
22 Court as the Incentive Award for the Class Representative. Should the Court award less than this
23 amount, the difference in the amount sought and the amount ultimately awarded pursuant to this
24 paragraph shall remain in the Settlement Fund for *pro rata* distribution to Settlement Class
25 Members in distributions for Approved Claims. Such Incentive Award shall be paid from the
26 Settlement Fund (in the form of a check to the Class Representative that is sent care of Class
27 Counsel), within five (5) days after entry of the Final Judgment if there have been no objections to
28

the Settlement Agreement, and, if there have been such objections, within five (5) days after the Effective Date.

9 CONDITIONS OF SETTLEMENT; EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until ten (10) days after each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) the Parties and their counsel have executed this Agreement;
- (b) the Court has entered the Preliminary Approval Order;
- (c) the Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d) the Final Judgment has become Final, as defined above, or, if the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If some or all of the conditions specified in paragraph 9.1 are not met, or if the settlement set forth in this Agreement is not approved by the Court or is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to paragraph 6.1 above, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, Class Counsel's request for payment of attorneys' fees, costs and/or expenses, and/or the request for Incentive Award payments set forth in Section 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Section 6 and/or paragraphs 9.1-9.2 above, the Parties shall be restored to their respective

positions in the Action as of the moment just prior to the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into. Within five (5) days after written notification of termination as provided in this Agreement is sent to the other Parties, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel. If the Final Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to Class Counsel from the Settlement Fund, including any accrued interest. If the attorney fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Class Counsel shall within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the attorneys' fees and costs paid to Class Counsel and/or Class Representative from the Settlement Fund, in the amount vacated or modified, including any accrued interest.

10 MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order,

1 and the Final Judgment, and to promptly agree upon and execute all such other documentation as
2 may be reasonably required to obtain final approval of the Agreement.

3 **10.2** The Parties intend this Settlement Agreement to be a final and complete resolution
4 of all disputes between them with respect to the Released Claims by Plaintiff and the Settlement
5 Class (and each or any of them) on the one hand, against the Released Parties (and each or any of
6 them) on the other hand.

7 **10.3** The Parties have relied upon the advice and representation of counsel, selected by
8 them, concerning their respective legal liability for the claims hereby released. The Parties have
9 read and understand fully the above and foregoing agreement and have been fully advised as to the
10 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

11 **10.4** Whether or not the Effective Date occurs or the Settlement Agreement is
12 terminated, neither this Agreement nor the Settlement contained herein or any term, provision, or
13 definition therein, nor any act or communication performed or document executed in the course of
14 negotiating, implementing, or seeking approval pursuant to or in furtherance of this Agreement or
15 the Settlement:

16 **(a)** is, may be deemed, or shall be used, offered or received in any civil, criminal
17 or administrative proceeding in any court, administrative agency, arbitral proceeding or other
18 tribunal against the Released Parties, or each or any of them, as an admission, concession or
19 evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the
20 deficiency of any defense that has been or could have been asserted in the Action, the violation of
21 any law or statute, the definition or scope of any term or provision, the reasonableness of the
22 settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of
23 the Released Parties, or any of them. Defendant, while continuing to deny all allegations of
24 wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve
25 the action on the terms stated herein to avoid further expense, inconvenience, and burden, and
26 therefore has determined that this settlement is in Defendant's best interests. Any public
27 statements made by Plaintiffs or Class Counsel will be consistent with this paragraph and Class
28

1 Counsel will not issue any press release concerning this Agreement or the settlement contained
2 herein;

3 (b) is, may be deemed, or shall be used, offered or received against any
4 Released Party, as an admission, concession or evidence of any fault, misrepresentation or
5 omission with respect to any statement or written document approved or made by the Released
6 Parties, or any of them;

7 (c) is, may be deemed, or shall be used, offered or received against the Released
8 Parties, or each or any of them, as an admission or concession with respect to any liability,
9 negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or
10 supporting the certification of a litigation class, in any civil, criminal or administrative proceeding
11 in any court, administrative agency or other tribunal. However, the settlement, this Agreement,
12 and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement
13 and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions
14 of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or
15 any of the Released Parties may file this Agreement and/or the Final Judgment in any action that
16 may be brought against such Party or Parties in order to support a defense or counterclaim based on
17 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
18 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
19 counterclaim;

20 (d) is, may be deemed, or shall be construed against Plaintiff, the Settlement
21 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any
22 of them, as an admission or concession that the consideration to be given hereunder represents an
23 amount equal to, less than or greater than that amount that could have or would have been
24 recovered after trial; and

25 (e) is, may be deemed, or shall be construed as or received in evidence as an
26 admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and
27 any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims
28

1 are with or without merit or that damages recoverable in the Action would have exceeded or would
2 have been less than any particular amount.

3 **10.5** The Parties acknowledge that: (a) any certification of the Settlement Class as set
4 forth in this Agreement, including certification of the Settlement Class for settlement purposes in
5 the context of Preliminary Approval, shall not be deemed a concession that certification of a
6 litigation class is appropriate, or that the Settlement Class definition would be appropriate for a
7 litigation class, nor would Defendant be precluded from challenging class certification in further
8 proceedings in the Action or in any other action if the Settlement Agreement is not finalized or
9 finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any
10 reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the
11 Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion
12 will be asserted in any litigated certification proceedings in the Action or in any other action; and
13 (c) no agreements made by or entered into by Defendant in connection with the Settlement may be
14 used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the
15 elements of class certification in any litigated certification proceedings, whether in the Action or
16 any other judicial proceeding.

17 **10.6** No person or entity shall have any claim against the Class Representative, Class
18 Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the
19 Released Parties and/or their counsel, arising from distributions made substantially in accordance
20 with this Agreement. The Parties and their respective counsel, and all other Released Parties shall
21 have no liability whatsoever for the investment or distribution of the Settlement Fund or the
22 determination, administration, calculation, or payment of any claim or nonperformance of the
23 Settlement Administrator, the payment or withholding of taxes (including interest and penalties)
24 owed by the Settlement Fund, or any losses incurred in connection therewith.

25 **10.7** All proceedings with respect to the administration, processing and determination of
26 Claims and the determination of all controversies relating thereto, including but not limited to
27 disputed questions of law and fact with respect to the validity of Claims, and the enforcement of
28 the Release and Covenant not to Sue set forth herein, shall be subject to the jurisdiction of the

1 Court, which shall have exclusive jurisdiction to protect and effectuate the Final Order and
2 Judgment.

3 **10.8** The headings used herein are used for the purpose of convenience only and are not
4 meant to have legal effect.

5 **10.9** The waiver by one Party of any breach of this Agreement by any other Party shall
6 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

7 **10.10** All of the Exhibits to this Agreement are material and integral parts thereof and are
8 fully incorporated herein by this reference.

9 **10.11** This Agreement and its Exhibits set forth the entire agreement and understanding of
10 the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
11 agreements, arrangements and undertakings with respect to the matters set forth herein. No
12 representations, warranties or inducements have been made to any Party concerning this Settlement
13 Agreement or its Exhibits other than the representations, warranties and covenants contained and
14 memorialized in such documents. This Agreement may be amended or modified only by a written
15 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

16 **10.12** Except as otherwise provided herein, each Party shall bear its own costs.

17 **10.13** Plaintiff represents and warrants that she has not assigned any claim or right or interest
18 therein as against the Released Parties to any other Person or Party and that she is fully entitled to
19 release the same.

20 **10.14** Each counsel or other Person executing this Settlement Agreement, any of its
21 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
22 represents that such Person has the full authority to do so and has the authority to take appropriate
23 action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

24 **10.15** This Agreement may be executed in one or more counterparts. Signature by digital
25 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
26 executed counterparts and each of them shall be deemed to be one and the same instrument. A
27 complete set of original executed counterparts shall be filed with the Court if the Court so requests.
28

1 **10.16** This Settlement Agreement shall be binding upon, and inure to the benefit of, the
2 successors and assigns of the Parties hereto and the Released Parties.

3 **10.17** The Court shall retain jurisdiction with respect to implementation and enforcement of
4 the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes
5 of implementing and enforcing the settlement embodied in this Agreement.

6 **10.18** This Settlement Agreement shall be governed by and construed in accordance with
7 the substantive laws of the State of California without giving effect to its conflict of laws provisions.

8 **10.19** This Agreement is deemed to have been prepared by counsel for all Parties, as a result
9 of arm's-length negotiations among the Parties. Because all Parties have contributed substantially
10 and materially to the preparation of this Agreement, it shall not be construed more strictly against
11 one Party than another.

12 **10.20** Where this Agreement requires notice to the Parties, such notice shall be sent to the
13 undersigned counsel: Frederick J. Klorczyk III, Bursor & Fisher, P.A., 888 Seventh Avenue, New
14 York, NY 10019, fklorczyk@bursor.com; Zachary Lerner, ZwillGen PLLC, 1900 M Street NW,
15 Suite 250, Washington D.C. 20036, zach@zwillgen.com.

1 **IT IS SO AGREED TO BY THE PARTIES:**

2
3 Dated: May 28, 2021

DEBORAH JORDAN

4 By: Deborah Jordan
5 Deborah Jordan, individually and as representative of
6 the Class

7
8 Dated: May __, 2021

WP COMPANY LLC

9 By: _____

10 Name: _____

11 Title: _____

12
13 **IT IS SO STIPULATED BY COUNSEL:**

14 Dated: May 28, 2021

BURSOR & FISHER, P.A.

15
16 By: 
17 Frederick J. Klorczyk III

18
19 Dated: May __, 2021

ZWILLGEN PLLC

20 By: _____

21 Name: _____

22 Title: _____

1 **IT IS SO AGREED TO BY THE PARTIES:**

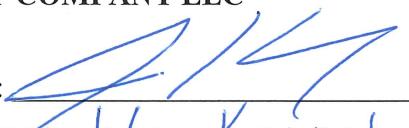
2
3 Dated: May __, 2021

DEBORAH JORDAN

4
5 By: _____
Deborah Jordan, individually and as representative of
6 the Class

7
8 Dated: May 28, 2021

WP COMPANY LLC

9 By: 
10 Name: John Kennedy
11 Title: VP, General Counsel

12
13 **IT IS SO STIPULATED BY COUNSEL:**

14
15 Dated: May __, 2021

BURSOR & FISHER, P.A.

16 By: _____
17 Frederick J. Klorczyk III

18
19 Dated: May __, 2021

ZWILLGEN PLLC

20 By: _____
21 Name: _____
22 Title: _____
23
24
25
26
27
28

1 **IT IS SO AGREED TO BY THE PARTIES:**

2
3 Dated: May __, 2021

DEBORAH JORDAN

4
5 By: _____
6 Deborah Jordan, individually and as representative of
7 the Class

8 Dated: May __, 2021

WP COMPANY LLC

9 By: _____

10 Name: _____

11 Title: _____

12
13 **IT IS SO STIPULATED BY COUNSEL:**

14
15 Dated: May __, 2021

BURSOR & FISHER, P.A.

16 By: _____
17 Frederick J. Klorczyk III

18
19 Dated: May 23, 2021

ZWILLGEN PLLC

20 By:  _____

21 Name: Jacob Sommer

22 Title: Shareholder