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12 VOXELMAPS, INC.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF SAN FRANCISCO**

15 HOLLY LA LUZ, an individual and on behalf of  
all others similarly situated,

16 Plaintiff,

17 vs.

18 VOXELMAPS, INC., a Delaware corporation;  
19 TECH MAHINDRA (AMERICAS), INC., a  
New Jersey corporation; PETER ATALLA, an  
20 individual; and DOES 1-50, inclusive,

21 Defendants.

CASE NO. CGC-20-584129  
Assigned to Honorable Garrett L. Wong  
Department: 610

**AMENDED JOINT STIPULATION OF  
CLASS ACTION SETTLEMENT AND  
RELEASE**

Complaint Filed: April 2, 2020

22 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

23 This Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or  
24 “Settlement Agreement”) is made and entered into by and between Plaintiff Holly La Luz  
25 (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly  
26 situated (the “Class Members”), and Defendant VoxelMaps, Inc. (“VoxelMaps”) (collectively  
27 with Plaintiff, the “Parties”). Once executed by the Parties, this amendment supersedes and  
28

1 replaces the Settlement Agreement signed by Plaintiff on February 13, 2021 and by VoxelMaps,  
2 on February 5, 2021.

3 Plaintiff will ask the Court to dismiss Defendant Tech Mahindra (Americas), Inc. without  
4 prejudice as part of her motion for preliminary approval of the Settlement and will ask the Court  
5 dismiss Tech Mahindra (Americas), Inc. with prejudice upon the issuance of an order granting  
6 final approval of the Settlement. Plaintiff also will ask the Court dismiss Defendant Peter Atalla  
7 (“Atalla”) without prejudice as part of her motion for preliminary approval and to dismiss him  
8 with prejudice upon the issuance of an order granting final approval of the Settlement, subject to  
9 the terms of the Tolling and Service of Process Agreement attached as Exhibit E. VoxelMaps,  
10 Tech Mahindra (Americas), Inc. and Atalla are collectively referred to as “Defendants.”

### 11 **RECITALS**

12 1. On or about April 2, 2020, Plaintiff filed a putative class action in the San Francisco  
13 Superior Court asserting the following causes of action: (1) Failure to Pay Overtime Wages; (2)  
14 Record Keeping Violations (Labor Code § 226); (3) Failure to Reimburse Expenses (Lab. Code §  
15 2802); (4) Failure to Provide Rest and Meal Periods; (5) Willful Failure to Pay All Wages Due  
16 Upon Termination (Labor Code § 203); (6) Unfair Competition; and (7) Declaratory Relief.

17 2. On or about July 27, 2019, Plaintiff filed a First Amended Complaint (“FAC”)  
18 asserting the following causes of action: (1) Failure to Pay Overtime Wages; (2) Record Keeping  
19 Violations (Labor Code § 226); (3) Failure to Reimburse Expenses (Lab. Code § 2802); (4) Failure  
20 to Provide Rest and Meal Periods; (5) Willful Failure to Pay All Wages Due Upon Termination  
21 (Labor Code § 203); (6) Unfair Competition; (7) Declaratory Relief; and (8) Violation of the Private  
22 Attorneys’ General Act (Labor Code §§ 2698, *et seq.*) The FAC alleged that Defendants violated  
23 numerous provisions of the California Labor Code and California Wage Orders; and as a result of  
24 the foregoing violations of law, Defendants violated the California Business & Professions Code  
25 and the California Private Attorney’s General Act (the “PAGA”). Plaintiff prayed for compensatory  
26 and statutory damages, penalties, restitution, injunctive relief, pre-judgment and post-judgment  
27 interest, attorney fees and expenses, and costs.

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1           8.        “Atalla” means Defendant Peter Atalla.

2           9.        “Employees” shall include all former independent contractors, who allegedly  
3 should have been classified as employees, who worked for VoxelMaps in California as “Image and  
4 Data Collectors” from April 2, 2016 through [date of preliminary approval].

5           10.       “Claims Administrator” means CPT Group, Inc. or any other third-party class action  
6 settlement claims administrator agreed to by the Parties and approved by the Court for the purposes  
7 of administering this Settlement. The Parties each represent that they do not have any financial  
8 interest in the Claims Administrator or otherwise have a relationship with the Claims Administrator  
9 that could create a conflict of interest.

10          11.       “Claims Administration Costs” means the cost payable from the Gross Settlement  
11 Fund to the Claims Administrator for administering this Settlement, including, but not limited to,  
12 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the  
13 portions of the Net Settlement Amount as provided for herein, and providing necessary reports and  
14 declarations at the Parties’ request. The estimated Claims Administration Costs are estimated to  
15 be Six Thousand Two-Hundred Fifty Dollars (\$6,250). The Claims Administration Costs shall be  
16 paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the  
17 foregoing estimate represented by the Claims Administrator as being the amount of costs and fees  
18 necessary to administer the Settlement.

19          12.       “Class Counsel” is Kitchin Legal, APC.

20          13.       “Class Counsel Award” means attorneys’ fees agreed upon by the Parties and  
21 approved by the Court for Class Counsel’s litigation and resolution of this Action, and all costs  
22 incurred and to be incurred by Class Counsel in the Action and approved by the Court, including,  
23 but not limited to, costs associated with documenting the Settlement, securing the Court’s approval  
24 of the Settlement, and obtaining entry of the Judgment terminating this Action pursuant to  
25 California Rule of Court 3.769 (“Judgment”). The Class Counsel Award of fees and costs shall be  
26 paid from the Gross Settlement Amount. VoxelMaps agrees not to oppose a request for Class  
27 Counsel’s attorneys’ fees of Fifty-Eight Thousand Three Hundred Thirty-Three Dollars, and  
28 Thirty-Three Cents (\$58,333.33), which is one-third (1/3) of the Gross Settlement Amount (“Class

1 Counsel Fee Award”), and does not oppose a request for Class Counsel’s actual costs incurred,  
2 which is estimated to be approximately Ten Thousand Five Hundred Dollars (\$10,500) (“Class  
3 Counsel Cost Award”).

4 14. “Class List” means a list of Class Members that VoxelMaps will diligently and in  
5 good faith compile from its records and provide to the Claims Administrator within ten (10) days  
6 after preliminary approval of this Settlement. The Class List shall be formatted in Microsoft Office  
7 Excel and shall include each Class Member’s full name; most recent mailing address and telephone  
8 number; most recent email address; Social Security number; dates of employment in California  
9 during the Class Period; the total number of workweeks worked by each Class Member during the  
10 Class Period, and any other relevant information needed to calculate settlement payments. The  
11 Class List is confidential and not to be disclosed to any party other than the Claims Administrator.  
12 To the extent Class Counsel requires the contact information of any Class Member who is disputing  
13 the information in the Settlement Award Form, such information shall be provided by VoxelMaps’  
14 counsel as required.

15 15. “Class Members” or “Class” means “All former independent contractors, who  
16 allegedly should have been classified as employees, who worked for VoxelMaps in California as  
17 “Image and Data Collectors” from April 2, 2016 to the [date of preliminary approval].”

18 However, the Class will not include any person who previously settled or released any of  
19 the Released Claims covered by this Settlement or any person who was previously paid or received  
20 an award through civil or administrative action for any Released Claim covered by this Settlement.

21 The Class is estimated to include approximately 53 present and past employees of  
22 VoxelMaps.

23 16. “Class Period” means the period from April 2, 2016 to [date of preliminary  
24 approval].

25 17. “Class Representative Enhancement Payment” means the amount to be paid to  
26 Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of Class Members  
27 and in exchange for a general release. The Class Representative Enhancement Payment shall be  
28 paid from the Gross Settlement Amount. The Class Representative Enhancement Payment is Five

1 Thousand Dollars (\$5,000), subject to Court Approval and the Court finally approving this  
2 Settlement Agreement, and subject to the exhaustion of any and all appeals. The Class  
3 Representative Enhancement Payment shall be paid in two separate payments: (1) one-half (\$2,500)  
4 shall be paid the later of August 1, 2021 or sixty (60) days after Final Judgment; and (2) one-half  
5 (\$2,500) shall be paid the later of February 1, 2022 or six (6) months after Final Judgment.

6 18. Private Attorneys General Act Payment (“PAGA Payment”) means Ten Thousand  
7 Dollars (\$10,000) of the settlement proceeds paid to settle claims and remedies under Labor Code  
8 Sections 2699, *et seq.* Subject to Court approval, the sum of Seven Thousand Five Hundred Dollars  
9 (\$7,500) shall be paid to the Labor Workforce and Development Agency (the “LWDA”), which  
10 shall be deducted from the Gross Settlement Amount (“LWDA Payment”), and Two Thousand  
11 Five Hundred Dollars (\$2,500) shall be distributed to the Class Members.

12 19. “Gross Settlement Amount” means the total amount of One Hundred Seventy Five  
13 Thousand Dollars and No/Cents (\$175,000.00) from which will be paid Individual Settlement  
14 Payments to Participating Class Members, the PAGA Payment, the Class Representative  
15 Enhancement Payment to Plaintiff, the Claims Administration Costs to the Claims Administrator,  
16 the standard employee share of payroll taxes on the wage portion of the Individual Settlement  
17 Payments, and the Class Counsel Award of fees and costs. Subject to the provisions of this  
18 Agreement, VoxelMaps shall separately be obligated to pay the employer’s share of payroll taxes.

19 20. “Net Settlement Amount” means the Gross Settlement Amount minus the Court  
20 approved Class Representative Enhancement Payment to Plaintiff, the Court approved Claims  
21 Administration Costs to the Claims Administrator, the Court approved Class Counsel Award of  
22 fees and costs, and Court approved PAGA Payment. The Net Settlement Amount is the amount  
23 from which Individual Settlement Payments are made to Participating Class Members and is  
24 estimated to be approximately \$87,416.67 [Gross Settlement Amount (\$175,000) – Claims  
25 Administration Costs (\$6,250) – Class Representative Enhancement Payment (\$5,000) – Class  
26 Counsel Award for Fees (\$58,333.33) – Class Counsel Award for Costs (approximately \$10,500)  
27 – LWDA Payment (\$7,500) = approximately \$87,416.67].

28 21. “Court” means the San Francisco Superior Court with jurisdiction over this Action.

1           22.    “Defendants” means Defendant VoxelMaps, Inc., Defendant Tech Mahindra  
2 (Americas), Inc., and Defendant Peter Atalla.

3           23.    “Effective Date” means the following: (a) if no one objects to the settlement, then  
4 the Effective Date will be the first day after service by Plaintiff on VoxelMaps and by the Claims  
5 Administrator by postcard on the Class of a Notice of Entry of the Final Judgment, whichever  
6 occurs later; (b) if a Class Member timely objects to the settlement, and if an appeal, review, or  
7 writ is not sought from the Final Judgment, then the Effective Date will be sixty-one (61) days after  
8 service of Notice of Entry of Final Judgment by Plaintiff on VoxelMaps and any Objectors and by  
9 the Class Administrator by postcard on the Class, whichever occurs later; or (c) if a Class Member  
10 timely objects to the settlement, and if an appeal, review or writ is sought from the Final Judgment,  
11 then all of VoxelMaps’ remaining obligations under this Agreement will be stayed until the day  
12 after the Final Judgment is affirmed, or the appeal or writ is dismissed or denied (or the time for  
13 filing an appeal or writ expires) which day will then be the Effective Date.

14           24.    “Final Judgment” means the Judgment and Order of Final Approval of Class Action  
15 Settlement by which the Court finally approves this Settlement in a form substantially similar to  
16 the form attached hereto as Exhibit D. Notice of Entry of the Final Judgment shall be given by the  
17 Claims Administrator to the Class by the mailing of a postcard or a form approved by the Parties  
18 (or in any other manner approved by the Court) and shall be given by Plaintiff to VoxelMaps and  
19 any other parties, including any Objectors.

20           25.    “Individual Settlement Payment” means each Class Member’s gross share of the  
21 Net Settlement Amount (before deduction for the standard employee’s share of payroll taxes) is  
22 calculated by dividing the Net Settlement Amount by the Total Class Member Workweeks and then  
23 multiplying that amount by the number of weeks worked by each Class Member during the Class  
24 Period.

25           26.    The Gross Settlement Payments to the Class shall be made within thirty (30) days  
26 after the Effective Date.

27           27.    “Notice” means the Notice of Pendency of Class Action Settlement, in a form  
28 substantially similar to the form attached hereto as Exhibit A and which the Court orders to be sent

1 to all Class Members via regular First-Class U.S. Mail and via email to the last known email address  
2 on file with VoxelMaps. The Notice will be in English.

3 28. "Participating Class" and "Participating Class Members" means all Class Members  
4 who did not submit a timely Request for Exclusion pursuant to paragraph 30 of this settlement.

5 29. "Plaintiff" means the Plaintiff named in the Action: Holly La Luz.

6 30. "Preliminary Approval" means the Order of Preliminary Approval of Class Action  
7 Settlement by which the Court grants preliminary approval of the Settlement Agreement and in a  
8 form substantially similar to the form attached hereto as Exhibit C.

9 31. "Released Claims" means all claims, rights, demands, liabilities and causes of  
10 action, alleged in the Action during the Class Period. The primary facts alleged in the Action are  
11 that Defendants misclassified Plaintiff and the Class as independent contractors rather than  
12 employees and failed to provide Plaintiff and the Class payment of overtime wages, compliant  
13 wage statements, reimbursement of expenses, rest breaks, meal periods, and all wages due upon  
14 termination. Additionally, Plaintiff alleges that in doing the above, Defendants violated Sections  
15 17200, *et seq.* of the California Business and Professions Code and Sections 2698, *et seq.* of the  
16 California Labor Code. The Released Claims include all claims for legal or equitable relief, for  
17 compensatory and statutory damages, penalties, liquidated damages, restitution, injunctive relief,  
18 pre-judgment and post-judgment interest, and attorney fees and costs of suit that arise from, or  
19 relate to, the facts alleged in the Action. The foregoing is intended to include all claims for  
20 minimum wages, straight time wages, overtime wages, meal and rest periods, claims under Labor  
21 Code Sections 200, 201, 201.5, 202, 203, 204, 205.5, 218, 218.5, 218.6, 221, 225.5, 226, 226(a),  
22 226(e), 226(g), 226.7, 226.8, 500, 510, 512, 1174, 1194, 1194(a), 1194.2, 1194.2(a), 1197, 1198,  
23 2698 *et seq.*, and 2802 related only to the Released Claims; California Industrial Welfare  
24 Commission Wage Order 1-2001 §1, §2, §3, §4, §7, §11 and §12; California Code of Regulations,  
25 Title 8, section 11000(2); and California Civil Code section 3287; and all other wage, interest,  
26 statutory damages, penalty, injunctive and attorney fee claims arising from, or related to, the facts  
27 alleged in the Action.

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1           32.     “Request for Exclusion” means a timely and valid letter by a Class Member which  
2 unambiguously indicates a request to be excluded from the Settlement and which must also: (a) set  
3 forth the name, address, telephone number, and last four digits of the Social Security Number of  
4 the person requesting exclusion; (b) be signed by the Class Member requesting exclusion; (c) be  
5 addressed to the Claims Administrator at the specified address indicated in the Notice; and (d) be  
6 post marked on or before the Response Deadline. Class Members who exclude themselves shall  
7 not have the right to object to the Settlement and any objection filed by a Class Member who has  
8 excluded themselves shall be disregarded by the Court.

9           33.     “Response Deadline” means the deadline by which Class Members must postmark  
10 or fax to the Claims Administrator a Request for Exclusion, an Objection to the Settlement or  
11 Settlement Award Form. The Response Deadline shall be forty-five (45) calendar days from the  
12 initial mailing of the Notice by the Claims Administrator, unless the 45th day falls on a Sunday or  
13 Federal holiday, in which case the Response Deadline will be extended to the next day on which  
14 the U.S. Postal Service is open. The Response Deadline for any Class Member who is re-mailed a  
15 Notice by the Claims Administrator in accordance with the Notice Procedure shall be the earlier of  
16 (1) 45 days from the date the Notice Package is re-mailed or (2) a date which is 30 days prior to the  
17 final approval hearing. The Response Deadline may also be extended by express agreement  
18 between Class Counsel and VoxelMaps’ Counsel.

19           34.     “Settlement” or “Settlement Agreement” means this Joint Stipulation of Class  
20 Action Settlement and Release, which is made and entered into by and between Plaintiff, and on  
21 behalf of all others similarly situated, and VoxelMaps.

22           35.     “Settlement Award Form” means the Settlement Award Form, a form substantially  
23 similar to the form attached hereto as Exhibit B and which the Court orders to be sent to all Class  
24 Members via regular First-Class Mail. The Settlement Award Form shall be in English.

25           36.     “Tech Mahindra (Americas), Inc.” means Defendant Tech Mahindra (Americas),  
26 Inc.

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1 37. "Total Class Member Workweeks" means the aggregate of all weeks worked by the  
2 Participating Class Members during the Class Period. The aggregate number of weeks worked by  
3 all Class Members totals approximately 192 weeks.

4 38. "VoxelMaps" means Defendant VoxelMaps, Inc.

5 39. "Workweek Dollar Value" means the Net Settlement Amount (estimated to be  
6 \$87,416.67), divided by the Total Class Member Workweeks (approximately 192). The Workweek  
7 Dollar Value is estimated to be \$455.29 ( $\$87,416.67 \div 192 = \$455.29$ ).

## 8 TERMS OF AGREEMENT

9 Plaintiff, on behalf of herself and Class Members, and VoxelMaps all agree as follows:

### 10 VoxelMaps' Primary Obligations under the Settlement Agreement

11 40. Funding the Gross Settlement Amount. VoxelMaps shall wire to the Claims  
12 Administrator the Gross Settlement Amount in three payments as set forth below:

13 a. Claims Administration Costs shall be paid upon demand of the approved  
14 Class Administrator.

15 b. Eighty-Seven Thousand Five Hundred Dollars and No/Cents (\$87,500) shall  
16 be paid by the later of August 1, 2021 or sixty (60) days after Final Judgment, which shall be one-  
17 half of the Gross Settlement Amount (less the Claims Administration Costs), including fifty percent  
18 (50%) of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative  
19 Enhancement Payment, and one hundred percent (100%) of the Class Counsel Cost Award.

20 c. Remaining portion of the Gross Settlement Amount shall be paid by the later  
21 of February 1, 2022 or sixty (60) days after Final Judgment, which shall include fifty percent (50%)  
22 of the Class Counsel Fee Award, fifty percent (50%) of the Class Representative Enhancement  
23 Payment, and the PAGA Payment.

### 24 Payments to Be Taken From the Gross Settlement Amount

25 Payments to be taken from the Gross Settlement Amount shall be distributed as follows:

26 41. Payment of Class Counsel Award. VoxelMaps agrees not to oppose or impede any  
27 application or motion by Class Counsel for a Class Counsel Award of not in excess of Fifty-Eight  
28 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$58,333.33) in attorneys'

1 fees, and actual costs incurred of approximately Ten Thousand Five Hundred Dollars (\$10,500),  
2 which amount shall include any and all costs and expenses associated with Class Counsel's  
3 litigation and settlement of the Action. The Claims Administrator shall release to Class Counsel  
4 their *pro rata* share of the Court-approved Class Counsel Award from the monies collected from  
5 VoxelMaps within fifteen (15) days after receipt of the funds, and subject to the payment schedule  
6 set forth in Paragraph 40. Class Counsel shall be solely and legally responsible to pay all applicable  
7 taxes on the payments made pursuant to this paragraph and shall indemnify and hold harmless  
8 VoxelMaps from any claim or liability for taxes, penalties, or interest arising as a result of the taxes  
9 owed by Class Counsel. The appropriate 1099 tax forms shall be provided by the Claims  
10 Administrator to Class Counsel for the payments made pursuant to this paragraph.

11 42. Class Representative Enhancement Payment. In recognition of her effort, work,  
12 stigma and risk in prosecuting the Action on behalf of Class Members, and in exchange for an  
13 individual general release, VoxelMaps agrees not to oppose or impede any application or motion  
14 by Plaintiff for a Class Representative Enhancement Payment of Five Thousand Dollars (\$5,000),  
15 subject to Court approval and the Court finally approving this Settlement Agreement. The Class  
16 Representative Enhancement Payment shall be in addition to the Plaintiff's Individual Settlement  
17 Payments paid pursuant to the Settlement. The Claims Administrator shall release to Plaintiff her  
18 *pro rata* share of the Court approved Representative Enhancement Payment from the monies  
19 collected from VoxelMaps. The Class Representative Enhancement Payment shall be made within  
20 thirty (30) days after receipt of the funds, and subject to the payment schedule set forth in Paragraph  
21 40. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class  
22 Representative Enhancement Payments and shall indemnify and hold harmless the Parties and their  
23 respective counsel from any claim or liability for taxes, penalties, or interest arising from the Class  
24 Representative Enhancement Payment and owed by the Plaintiff Class Representative. The Claims  
25 Administrator shall issue to Plaintiff the appropriate 1099 tax form(s) for the Class Representative  
26 Enhancement Payment.

27 43. PAGA Payment and Notification of LWDA of PAGA Claims and Settlement.  
28 Plaintiff's counsel shall be responsible for notifying the LWDA of the (1) pending settlement,

1 (2) the release of PAGA claims herein, (3) the amount of the PAGA Payment, and (4) preliminary  
2 and final approval hearings and rulings thereon. The Claims Administrator shall distribute the *pro*  
3 *rata* share of the Court approved PAGA Payment as follows: (i) payment of \$7,500 to be paid to  
4 the LWDA within thirty (30) days after receipt of the funds, and subject to the payment schedule  
5 set forth in Paragraph 40; and (ii) payment of \$2,500 to the Class Members within thirty (30) days  
6 after receipt of the funds and subject to the payment schedule set forth in Paragraph 40 based on  
7 their *pro rata* amount of weeks worked during the Class Period, as set forth in Paragraph 25.

8 44. Claims Administration Costs. The Claims Administration Costs are currently  
9 estimated to be \$6,250. These costs shall include the cost of notifying the Class of the settlement,  
10 distributing the required periodic payments to the Class and to Plaintiff, Class Counsel, and the  
11 LWDA, required tax reporting and payment to the taxing authorities on the Individual Settlement  
12 Payments, and the issuing of 1099 and W-2 IRS Forms. The Claim Administrator shall pay itself  
13 the *pro rata* share of its actual expenses as provided for in this Agreement and approved by the  
14 Court, from the monies collected from VoxelMaps until the entire amount approved by the Court  
15 has been paid.

16 45. Net Settlement Amount. After deducting the Class Counsel Award, Class  
17 Representative Enhancement Payment, Claims Administration Costs, and PAGA Payment from  
18 the Gross Settlement Amount, the remaining Net Settlement Amount (after deduction of standard  
19 employee payroll taxes on the payroll portion of the Individual Settlement Payments) shall be  
20 awarded to all Class Members who do not file a Request for Exclusion as provided in the  
21 Settlement.

22 46. Calculation and Distribution of Individual Settlement Payments. The Claims  
23 Administrator will determine the amounts of Individual Settlement Payments to be awarded to the  
24 Participating Class Members as follows: Class Member's gross share of the Net Settlement  
25 Amount (before deduction for the standard employee's share of payroll taxes) is calculated by  
26 dividing the Net Settlement Amount by the total number of weeks worked by all Class Members  
27 during the Class Period and multiplying that amount by the number of workweeks worked by each  
28 Class Member during the Class Period.

1 The Individual Settlement Payment shall be made to the Participating Class Members in  
2 accordance with the schedule set forth in Paragraph 40.

3 47. Voided Settlement Checks Will Be Used to Pay Employer's Payroll Taxes And  
4 Then to a Cy Pres Beneficiary. The amount that VoxelMaps has agreed to pay under this Settlement  
5 Agreement to Participating Class Members shall remain the property of VoxelMaps until the checks  
6 issued to each Participating Class Member are cashed. Any checks issued by the Claims  
7 Administrator to Participating Class Members shall be negotiable for 180 days. Those funds  
8 represented by Settlement checks returned as undeliverable and those Settlement checks remaining  
9 un-cashed for more than 180 days after issuance (collectively, "Voided Settlement Checks") shall  
10 constitute "unpaid residuals in Class Action litigation" as described in *Cundiff v. Verizon*  
11 *California, Inc.* (2008) 167 Cal.App.4th 718. Those checks shall be voided by the Claims  
12 Administrator and the funds shall be paid to Swords to Plowshares, subject to approval of the Court.

### 13 **Tax Treatments, Liabilities and Disclaimers**

14 48. Tax Treatment of Individual Settlement Payments. All Individual Settlement  
15 Payments will be allocated as follows: 20% to settlement of wage claims and 80% to settlement for  
16 interest and penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and  
17 the portion allocated to interest and penalties shall be reported on an IRS Form-1099 issued by the  
18 Claims Administrator. The Claims Administrator shall deduct the standard employee's share of  
19 payroll taxes for the portion of the Individual Settlement Payments allocated to wages from the  
20 Individual Settlement Payments and remit such payroll taxes to the taxing authorities.

21 49. VoxelMaps' Portion of Payroll Taxes. VoxelMaps shall separately pay the  
22 employer contributions of all federal, state, and local taxes (including, but not limited to, FICA,  
23 FUTA, and SDI), and such taxes will not be included in the Gross Settlement Amount.

24 50. Tax Liability (VoxelMaps and Class Counsel Disclaimers). Circular 230  
25 Disclaimer. VoxelMaps and Class Counsel make no representations as to the tax treatment or legal  
26 effect of the payments called for hereunder, and Participating Class Members are not relying on  
27 any statement or representation by VoxelMaps or Class Counsel in this regard.

28 EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE

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

23           Participating Class Members understand and agree that Participating Class Members will  
24 be solely responsible for the payment of any income taxes and penalties assessed on the payments  
25 described herein and will hold VoxelMaps, Plaintiff and Class Counsel free and harmless from any  
26 claims concerning the tax liability associated with any payments made to Participating Class  
27 Members pursuant to this Settlement Agreement.

28

1 **Notice & Administrative Execution Procedures**

2 The Notice Procedures to notify all Class Members of the Settlement Agreement  
3 provisions shall be managed and administered as follows:

4 51. Class List. Within ten (10) calendar days after Preliminary Approval, VoxelMaps  
5 shall provide the Class List to the Claims Administrator in conformity with the definition,  
6 substance, and format as previously indicated.

7 52. Notice by First-Class U.S. Mail, Email and Establishment of Case Website. Within  
8 twenty (20) days after receiving the Class List from VoxelMaps as provided herein, the Claims  
9 Administrator shall send a Notice and Settlement Award Form to all Class Members via regular  
10 First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List  
11 or the National Change of Address Database. Within twenty (20) days of receiving the Class List  
12 from VoxelMaps, the Claims Administrator also shall send a Notice and Settlement Award Form  
13 via email to the last known email address on file with VoxelMaps. The Claims Administrator shall  
14 also establish a website for the case on which Class Members can access the First Amended  
15 Complaint and Defendants' answers to the First Amended Complaint, Plaintiff's Motion for  
16 Preliminary Approval, the proposed settlement agreement, Class Notice and, when filed, Plaintiff's  
17 Motion for Final Approval and Plaintiff's Motion for Attorneys' Fees and Costs. The case website  
18 shall also contain information regarding the Final Approval Hearing.

19 53. Confirmation of Contact Information in the Class List. Prior to mailing, the Claims  
20 Administrator shall perform a search based on the National Change of Address Database for  
21 information to update and correct for any known or identifiable address changes. Any Notices  
22 returned to the Claims Administrator as non-deliverable on or before the Response Deadline shall  
23 be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the  
24 Claims Administrator shall indicate the date of such re-mailing on the Notice. If no forwarding  
25 address is provided, the Claims Administrator shall promptly attempt to determine the correct  
26 address using a single skip-trace or other search using the name, address and/or Social Security  
27 number of the Class Member involved, and shall then perform a single re-mailing. If, after  
28 performing a skip-trace search, the Notice is still returned to the Claims Administrator as non-

1 deliverable, that individual will be deemed a Class Member for purposes of the Released Claims  
2 described herein, without any further effort of the Claims Administrator required.

3 54. Notices. All Class Members will receive a Notice. Each Notice will list:  
4 (1) information regarding the nature of the Action, (2) a summary of the substance of the  
5 Settlement, (3) the Class definition, (4) the formula for calculating Individual Settlement Payments,  
6 (5) the deadlines by which the Class Member must postmark a Request for Exclusion, file an  
7 objection to the Settlement with the Claims Administrator or postmark disputes regarding the  
8 amounts in the Settlement Award Form, and (6) a description of the claims to be released by all  
9 Class Members who do not submit timely and valid Requests for Exclusion. Subject to the approval  
10 of the Court, the Notice shall be substantially in the form attached hereto as Exhibit "A."

11 55. Settlement Award Form. All Class Members will receive a Settlement Award Form.  
12 Each Settlement Award form will list the number of Workweeks the Class Member worked during  
13 the Class Period, and the period of time during the Class Period worked by the Class Members.  
14 Subject to approval of the Court, the Settlement Award Form shall be substantial in the form  
15 attached hereto as Exhibit "B", and shall be in English.

16 56. Disputed Information on Settlement Award Forms. If a Class Member disputes the  
17 information listed in his or her Settlement Award Form, the Class Member may produce evidence  
18 to the Claims Administrator substantiating factual information different from that appearing in the  
19 Settlement Award Form. To the extent any Class Member disputes the information listed on his or  
20 her Settlement Award Form prior to the Response Deadline, the Class Member may produce  
21 evidence to the Claims Administrator showing the correct employment dates or data that he or she  
22 contends should be shown in the Settlement Award Form. VoxelMaps' records will be presumed  
23 determinative, absent evidence to rebut those records, but the Claims Administrator shall evaluate  
24 the evidence submitted by the Class Member and make the final decisions as to which dates and  
25 data should be applied, which determination will be conclusive, final and binding. VoxelMaps  
26 agrees to diligently and in good faith resolve any Class Member dispute regarding the information  
27 listed in Settlement Award Form. Class Members who failed to provide information in support of  
28 any dispute by the Response Deadline, shall be foreclosed from contesting VoxelMaps' data.



1           57.    No Requirement for a Claim Form. Class Members shall not be required to submit  
2 a Claim Form to receive an Individual Settlement Payment.

3           58.    Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
4 Settlement Agreement must sign and postmark a written Request for Exclusion to the Claims  
5 Administrator not later than the Response Deadline. The Request for Exclusion must (a) state the  
6 name, address, telephone number, and last four digits of the Social Security Number of the Class  
7 Member requesting exclusion; (b) be signed by the Class Member; (c) be addressed to the Claims  
8 Administrator at the specified address indicated in the Notice; and (d) be post marked on or before  
9 the appropriate deadline. The Notice shall provide these instructions to the Class Members who  
10 wish to exclude themselves from the Class. The date of the postmark on the return mailing envelope  
11 shall be the exclusive means to determine whether a Request for Exclusion has been timely  
12 submitted. Class Members who submit Requests for Exclusion shall not be entitled to file  
13 objections to the Settlement and any objections filed by a Class Member who has excluded him or  
14 herself from the Settlement shall be disregarded by the Court. Class Members who do not submit  
15 valid Requests for Exclusion shall be bound by all terms of the Settlement Agreement, Release,  
16 and any Final Judgment entered by the Court if the Settlement is granted final approval by it. The  
17 Parties agree not to encourage or discourage any Class Members to exclude themselves or opt-out  
18 of the Settlement Agreement.

19           59.    Defective Requests for Exclusion. If any Class Member submits a defective Request  
20 for Exclusion postmarked before the Response Deadline, the Claims Administrator shall, in that  
21 case, send a Cure Letter to such Class Member, advising that the Request for Exclusion is defective,  
22 stating the nature of the defect and that the defect must be cured to render the Request for Exclusion  
23 valid. The Claims Administrator must mail the Cure Letter within five (5) business days of  
24 receiving the defective Request for Exclusion. The Cure Letter shall state that the Class Member  
25 has ten (10) days from the date of the Cure Letter or the Response Deadline, whichever date is later,  
26 to postmark a revised Request for Exclusion. If a Class Member responds to a Cure Letter by  
27 resubmitting a defective Request for Exclusion, then the Claims Administrator shall have no further  
28 obligation to give notice of a need to cure. Defective Requests for Exclusion will be considered

1 invalid and, if received after the Response Deadline, Class Members will have no right to cure  
2 them, except as provided for herein or by the agreement of the Parties.

3         60.     Objection Procedures. To object to the Settlement Agreement, a Class Member  
4 must submit his or her objection to the Claims Administrator by not later than the Response  
5 Deadline. The postmark date of the filing and service of the Notice of Objection shall be deemed  
6 the exclusive means for determining if the Notice of Objection is timely. The Notice of Objection  
7 must be signed by the Class Member and provide the Class Member's name, most current address,  
8 most current telephone number, the basis for each objection, and the Class Member's dates of  
9 employment with VoxelMaps. The Notice shall provide these instructions about how to object to  
10 the Settlement. Class Members who fail to make written objections in the manner specified above  
11 shall be deemed to have waived any objections and shall be foreclosed from making any future  
12 objection (whether by appeal or otherwise) to the Settlement Agreement. Class Members who  
13 submit and serve timely Notices of Objection in compliance with the foregoing provision shall have  
14 a right to appear at the Final Approval Hearing if they file with the Court and serve on counsel for  
15 the parties a Notice of Intention to Appear at Final Appeal Hearing.

16         Class Members who have mailed timely and valid exclusion letters shall not have the right  
17 to object to the Settlement and any such objections shall not be considered by the Court.

18         The Parties agree not to encourage any Class Members to object to the Settlement  
19 Agreement, or to opt out of the settlement. The Parties are not prohibited from discouraging a  
20 Class Member from objecting to the Settlement Agreement, or from opting out of the settlement.

21         61.     Certification of Requests for Exclusion and Objections. All Requests for Exclusion  
22 and Objections will be submitted to the Claims Administrator, who shall then certify jointly to  
23 Class Counsel, VoxelMaps' Counsel, and the Court the total number of Class Members who have  
24 submitted Requests for Exclusion and Objections and provide copies of same to Counsel.

25         62.     Notification Reports Regarding Requests for Exclusion and Objections. The Claims  
26 Administrator shall provide VoxelMaps' Counsel and Class Counsel a weekly report showing at a  
27 minimum: (i) the number of Class Members who have submitted timely, valid Requests for  
28 Exclusion and/or Objections; (ii) whether any Class Member has submitted a challenge to the

1 employment dates identified in their Notice, or any other information contained in the Notice; and  
2 (iii) statistics showing which disputes that have been resolved and which have not been resolved.  
3 Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports  
4 as needed or requested.

5 63. Resolution of Disputes Concerning Individual Settlement Payments. Should any  
6 questions arise regarding the determination of eligibility for the amounts of any Individual  
7 Settlement Payments under the terms of this Settlement Agreement that are not otherwise resolved  
8 by the Claims Administrator, counsel for the Parties shall meet and confer in an attempt to reach  
9 an agreement. If Class Counsel and VoxelMaps' Counsel cannot agree, the Claims Administrator  
10 shall then make the final determination, and that determination shall be conclusive, final and  
11 binding.

12 64. Posting of Judgment. The Claims Administrator shall post any judgment on its  
13 website in English.

14 65. Additional Administrative Duties of the Claims Administrator. The Claims  
15 Administrator shall report Individual Settlement Payments to all required taxing and other  
16 authorities, withhold the standard employee's share of payroll taxes from the wage portion of each  
17 Individual Settlement Awards, pay all employer share of payroll taxes, and transmit these amounts  
18 to the taxing authorities, and issue IRS Forms W-2 and 1099. Upon completion of administration  
19 of the Settlement, the Claims Administrator shall provide written certification of such completion  
20 to the Court and counsel for all Parties.

21 66. Minimization of Administrative Costs. The Parties agree to cooperate in the  
22 settlement administration process and to make all reasonable efforts to control and minimize the  
23 costs and expenses incurred in administration of the Settlement Agreement.

#### 24 **Release of Claims**

25 67. General Release of Claims by Plaintiff. Upon the Effective Date and in  
26 consideration of the payment to Plaintiff of the Class Representative Enhancement Payment,  
27 Plaintiff and her agents, attorneys, representative, heirs, successors, assigns, and each and all of  
28 them, hereby release, acquit, and forever discharge VoxelMaps and Tech Mahindra (Americas),

1 Inc., their parents, subsidiaries and affiliates, and each of them, and their respective agents, general  
2 agents, insurers, reinsurers, payroll companies, attorneys, representatives, owners, stockholders,  
3 policyholders, principals, partners, employees, officers, directors, trustees, heirs, successors,  
4 predecessors, assigns, parent corporations, subsidiaries, affiliated companies, and Peter Atalla  
5 (“Released Parties”), and each and all of them, of and from any and all obligations, debts, claims,  
6 liabilities, demands, and causes of action of every kind, nature and description whatsoever, whether  
7 or not now known, suspected or claimed, which they ever had, now have, or may hereafter acquire  
8 by reason of employment with Defendant(s), accruing from the beginning of time until the date  
9 that the final approval of the Settlement is granted, including all claims, known or unknown, with  
10 the sole exception of the rights granted by this Agreement and approved by the Court. The foregoing  
11 release shall be effective as a bar to any and all other claims of any character, nature or kind, known  
12 or unknown, suspected or unsuspected specified herein. Plaintiff expressly waives any and all rights  
13 and benefits conferred upon her by the provisions of Section 1542 of the California Civil Code or  
14 similar provisions of applicable law which are as follows:

15 “A general release does not extend to claims that the creditor or  
16 releasing party does not know or suspect to exist in his or her favor at  
17 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.”

18 68. Release of Claims by Class Members, and Class Representative. Upon the Effective  
19 Date, all Class Members who have not filed timely, valid Requests for Exclusion shall release,  
20 waive and forfeit, and shall have been deemed to have waived and forfeited, all Released Claims  
21 against the Released Parties, and each of them.

22 69. Labor Code § 206.5 Inapplicable. It is acknowledged that this Settlement is made  
23 with respect to disputed claims and each Class Member who has not opted out will be deemed to  
24 have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section  
25 provides:

26 (a) An employer shall not require the execution of a release of a claim  
27 or right on account of wages due, or to become due, or made as an  
28 advance on wages to be earned, unless payment of those wages has  
been made. A release required or executed in violation of the provisions  
of this section shall be null and void as between the employer and the

1 employee. Violation of this section by the employer is a misdemeanor.

2 (b) For purposes of this section, “execution of a release” includes  
3 requiring an employee, as a condition of being paid, to execute a  
4 statement of the hours he or she worked during a pay period which the  
5 employer knows to be false.

### 6 **Revocation or Nullification of Settlement Agreement**

7 70. Revocation of Settlement Agreement: If more than seven (7) Class Members submit  
8 valid Requests for Exclusion by the Response Deadline, then VoxelMaps may, at its election,  
9 rescind the Settlement. VoxelMaps must exercise its right of rescission, in writing, to the Court  
10 and Class Counsel, within fourteen (14) calendar days after the Claims Administrator notifies the  
11 Parties of the total number of Requests for Exclusion received by the Response Deadline. If  
12 VoxelMaps exercises its option to rescind, VoxelMaps shall reimburse Plaintiff for the cost of  
13 mediation in the amount of Six Thousand Four Hundred (\$6,400) within thirty (30) days of  
14 VoxelMaps’ invalidation of the settlement. If VoxelMaps exercises its option to rescind the  
15 Settlement, all actions taken in furtherance of the Settlement will be null and void.

16 71. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the  
17 order of Preliminary Approval specified herein; (ii) the Court does not finally approve the  
18 Settlement as provided herein; (iii) the Court does not enter the Final Judgment as provided herein,  
19 which becomes final as a result of the occurrence of the Effective Date; or (iv) the settlement does  
20 not become final for any other reasons, this Settlement Agreement shall be null and void. In such  
21 a case, the Parties shall proceed in all respects as if this Settlement Agreement had not been  
22 executed, except that any fees already incurred by the Claims Administrator up to the date that  
23 VoxelMaps receives notice by the Court of any of the events (i) through (iv) shall be paid by  
24 VoxelMaps.

### 25 **Preliminary & Final Approval Hearings**

26 72. Preliminary Approval Hearing. Plaintiff shall request a hearing before the Court to  
27 request Preliminary Approval of the Settlement Agreement. The Parties agree to use their best  
28 efforts to schedule a Preliminary Approval hearing on the first available date after the execution of  
this Settlement Agreement. At the Preliminary Approval hearing, the Parties shall request the entry

1 of a Preliminary Approval Order that: (i) conditionally certifies the Class for settlement purposes  
2 only, (ii) preliminarily approves the proposed Settlement Agreement, (iii) approves the Notice, and  
3 (iv) sets a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order  
4 shall provide for the Notice and Settlement Award Form to be sent to all Class Members as specified  
5 herein. In conjunction with the Preliminary Approval hearing, Class Counsel shall submit this  
6 Settlement Agreement and all exhibits for approval by the Court, and prepare, file and serve a  
7 motion for preliminary approval of same.

8         73.     Final Settlement Approval Hearing and Entry of Final Judgment and Notice to the  
9 Class. Following the Response Deadline, and with the Court’s permission, a Final  
10 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the  
11 Settlement Agreement along with the amounts properly payable for (i) the Class Counsel Award,  
12 (ii) the Class Representative Enhancement Payment, and (iii) the Claims Administration Costs.  
13 The Final Approval/Settlement Fairness Hearing shall not be held earlier than thirty (30) days after  
14 the Response Deadline. Class Counsel shall be responsible for preparing, filing and serving a  
15 motion for final approval of the Settlement and for approval of the fees and various payments  
16 provided therein. Class Counsel shall file and serve on VoxelMaps a Notice of Entry of Judgment.  
17 The Claims Administrator shall provide notice of final approval of the Settlement and entry of  
18 judgment to the Class by postcard.

19         74.     Preliminary and Permanent Injunction. Except as to Settlement Class Members who  
20 timely submit Requests for Exclusion, the Preliminary Approval Order and Final Judgment will  
21 contain provisions enjoining Plaintiff and the Class Members from prosecuting the claims released  
22 herein and enjoining Plaintiff and the Class Members from initiating or continuing other  
23 proceedings regarding the claims released herein, including but not limited to filing any claims  
24 before the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever.  
25 Inclusion of these provisions in the Order of Preliminary Approval Order and Final Judgment and  
26 Order of Final Approval is a material part of the consideration for this Settlement.

27         75.     Interim Stay of Proceedings. The Parties agree that the application of Code of Civil  
28 Procedure § 583.310 is stayed from April 2, 2020, through the date of entry Final Approval and

1 Judgment or the date upon which this Settlement Agreement becomes null and void. Accordingly,  
2 pursuant to Code of Civil Procedure § 583.330, the Parties stipulate that the time within which this  
3 action must be brought to trial is stayed. Plaintiff and VoxelMaps agree to refrain from further  
4 litigation of this matter, except such proceedings necessary to implement and obtain an Order  
5 granting Final Approval of the terms of the Settlement Agreement. Plaintiff and VoxelMaps further  
6 agree that the mutual, voluntary cessation of litigation shall terminate if the motion for final  
7 approval of the Settlement Agreement is denied by the Court. The terms of the Parties' discovery  
8 agreements dated October 2 and 6, 2020, shall remain in effect. If the Court does not grant final  
9 approval of the Settlement Agreement for any reason, Plaintiff and/or VoxelMaps may give notice  
10 to the other that the discovery agreements shall terminate 10 days from the date of notice of  
11 termination of the discovery agreements.

#### 12 **Final Judgement Ratifying the Settlement Agreement**

13 76. Final Judgment and Continued Jurisdiction. Upon final approval of the Settlement  
14 by the Court, or after the Final Approval/Settlement Fairness Hearing, the Parties shall present the  
15 Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall  
16 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and  
17 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such  
18 post-Final Judgment matters as may be appropriate under Court rules or as set forth in this  
19 Agreement.

#### 20 **Dispute Resolution Concerning the Terms of This Settlement Agreement**

21 77. Dispute Resolution Involving Settlement Agreement. Except as provided herein, all  
22 disputes concerning the interpretation, calculation or payment of settlement claims, or other  
23 disputes regarding compliance with this Settlement Agreement shall be resolved as follows: if  
24 Plaintiff or Class Counsel, on behalf of Plaintiff or any Class Member, or VoxelMaps at any time  
25 contend that the other party has breached or acted contrary to the Settlement Agreement, that party  
26 shall notify the other parties in writing of the alleged violation. Upon receiving notice of the alleged  
27 violation or dispute, the responding party shall have ten (10) days to correct the alleged violation  
28 and/or respond to the initiating party with the reasons why the party disputes all or part of the

1 allegation. If the response does not address the alleged violation to the initiating party's  
2 satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their  
3 differences. If Class Counsel and VoxelMaps are unable to resolve their differences within thirty  
4 (30) days after the writing which notified them of the alleged violation, either Party may elect to  
5 file (1) an appropriate Code of Civil Procedure § 664.6 motion for enforcement with the Court, or  
6 (2) take any other legal action to enforce this Settlement Agreement. Reasonable attorney fees and  
7 costs, as fixed by the Court, incurred to enforce this Settlement Agreement shall be awarded to the  
8 prevailing party.

### 9 **Dismissal of Defendants**

10 78. Plaintiff will ask the Court to dismiss Defendant Tech Mahindra (Americas), Inc.  
11 and Peter Atalla without prejudice as part of her motion for preliminary approval of the  
12 Settlement and Plaintiff will ask the Court to dismiss Tech Mahindra (Americas), Inc. and Peter  
13 Atalla with prejudice upon the issuance of an order granting final approval of the Settlement.

### 14 **General & Miscellaneous Provisions**

15 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set  
16 forth in any attached Exhibit, which are incorporated by this reference as though fully set forth  
17 herein. Any Exhibit to this Agreement is an integral part of the Settlement.

18 79. Confidentiality. Parties and their respective counsel agree that the terms of this  
19 Settlement (including, but not limited to, any settlement amounts), the negotiations leading to this  
20 Settlement, and all documents related to the Settlement, shall not be discussed with, publicized or  
21 promoted to the public prior to the Court's Preliminary Approval, except as necessary in order to  
22 enforce its terms.

23 80. Entire Agreement. This Settlement Agreement, and the attached Exhibits constitute  
24 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
25 agreements may be deemed binding on the Parties.

26 81. Amendment or Modification. This Settlement Agreement may be amended or  
27 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
28 interest.



1           82.    Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
2 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
3 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
4 Parties pursuant to this Settlement Agreement in order to effectuate its terms, and to execute any  
5 other documents that may be required to do the same. The Parties and their counsel will cooperate  
6 with each other and use their best efforts to effect the implementation of the Settlement. If the  
7 Parties are unable to reach agreement on the form or content of any document needed to implement  
8 the Settlement, or on any supplemental provisions which may become necessary to effectuate the  
9 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such  
10 disagreement.

11           83.    Binding on Successors and Assigns. This Settlement Agreement shall be binding  
12 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
13 defined.

14           84.    California Law Governs. All terms of this Settlement Agreement and Exhibits  
15 hereto shall be governed by and interpreted according to the laws of the State of California.

16           85.    Counterparts. This Settlement Agreement may be executed in one or more  
17 counterparts. All executed counterparts and each of them shall be deemed to be one and the same  
18 instrument provided that counsel for the Parties shall exchange among themselves original signed  
19 counterparts.

20           86.    Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the  
21 interpretation, implementation and enforcement of the terms of this Settlement Agreement, and all  
22 related orders and judgments. The Parties and their counsel likewise submit to the Court's  
23 jurisdiction for purposes of interpreting, implementing, and enforcing the terms embodied in this  
24 Settlement Agreement and all related orders and judgments.

25           87.    Invalidity of Any Provision. Before declaring any provision of this Settlement  
26 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent  
27 possible consistent with applicable precedents so as to define all provisions of this Settlement  
28 Agreement valid and enforceable.

1           88.    Plaintiff's Waiver of Right to Be Excluded and to Object. Plaintiff agrees to sign  
2 this Settlement Agreement, and by signing this Settlement Agreement will be bound by its terms.  
3 For good and valuable consideration, Plaintiff further agrees that she shall not request to be  
4 excluded from the Participating Class and agree not to object to any of the terms of this Settlement  
5 Agreement. Any such request for exclusion or objection by Plaintiff shall be void and of no force  
6 or effect. Efforts by Plaintiff to circumvent the terms of this paragraph shall be void and of no  
7 force or effect. Plaintiff shall be issued an Individual Settlement Payment at the same time the  
8 Claims Administrator issues Individual Settlement Payments for other Participating Class  
9 Members.

10           89.    Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to  
11 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class  
12 Counsel may appeal any reduction of the Class Counsel Award or of Class Counsel Representative  
13 Enhancement Payment below the amount provided for herein, and either Party may appeal any  
14 Court order that materially alters the Settlement Agreement's terms which costs will be borne solely  
15 by the appealing party.

16           90.    Class Certification for Settlement Purposes Only. The Parties agree to stipulate to  
17 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not  
18 approved, the stipulation to certification will be void. The Parties further agree that certification  
19 for purposes of the Settlement is not an admission that class certification is proper under the  
20 standard applied to contested certification motions and that this Settlement will not be admissible  
21 in this or any other proceeding as evidence that (i) a class should be certified or (ii) VoxelMaps is  
22 liable to Plaintiff or the Class Members.

23           91.    No Admission of Liability. The Parties to the Action understand that the terms of  
24 the Settlement Agreement do not in any way imply an admission of liability on the part of  
25 Defendants, and that it is being agreed to as an efficient method and compromise in order to resolve  
26 disputed claims. This Settlement Agreement may not be used in any proceeding and for any  
27 purpose whatsoever as an admission of liability on behalf of Defendants.  
28

1 92. All Terms Subject to Final Court Approval. All amounts and procedures described  
2 in this Settlement Agreement herein shall be subject to final Court approval.

3 93. Execution of Necessary Documents. All Parties shall execute all documents  
4 reasonably necessary to effectuate the terms of this Settlement Agreement.

5 94. Binding Agreement. The Parties intend that this Settlement shall be fully  
6 enforceable and binding on all parties, and that it shall be admissible and subject to disclosure in  
7 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that  
8 otherwise might apply under federal or state law.

9 **CLASS REPRESENTATIVE HOLLY LA LUZ**

10 DATED: March 25, 2021   
11 \_\_\_\_\_  
12 Holly La Luz

13  
14 **PLAINTIFF'S COUNSEL**

15 DATED: March <sup>29</sup>25, 2021 KITCHIN LEGAL, APC

16  
17 By:   
18 \_\_\_\_\_  
19 PATRICK R. KITCHIN  
20 Attorneys for Plaintiff Holly La Luz

21 **DEFENDANT VOXELMAPS, INC.**

22 DATED: March 25, 2021  
23 \_\_\_\_\_  
24 JohnBlazeKolinsky-Young, Lead Project Director,  
25 VoxelMaps, Inc.  
26  
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**DEFENDANT'S COUNSEL**

DATED: March <sup>29</sup>~~25~~, 2021

BUCHALTER  
A Professional Corporation

By:   
\_\_\_\_\_  
TRACY A. WARREN  
KATHRYN B. FOX  
Attorneys for Defendant VoxelMaps, Inc.