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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TALIAH MIRMALEK, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

LOS ANGELES TIMES COMMUNICATIONS,
LLC,

Defendant.

Case No. 3:24-CV-01797-CRB

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff, Taliah Mirmalek (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Los Angeles Times Communications LLC (“Defendant”). 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 February 13, 2024, in the Superior Court of the State of California for the County of Alameda. Plaintiff alleges Defendant installed and used three trackers—the TripleLift Tracker, GumGum Tracker, and Audiencerate Tracker (the “Trackers”)—on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”).

B. On March 22, 2024, Defendant removed the Action to the United States District Court for the Northern District of California. ECF No. 1.

C. On April 18, 2024, Plaintiff filed a motion to remand. ECF No. 11.

D. On May 2, 2024, Defendant filed an opposition to the motion to remand. ECF No. 13.

E. On May 9, 2024, Plaintiff filed a reply in support of the motion to remand. ECF No. 14.

F. On May 23, 2024, the Court denied the motion to remand, but authorized jurisdictional discovery. The parties thereafter engaged in jurisdictional discovery regarding the size and citizenship of the putative class.

G. On October 4, 2024, Defendant filed a motion to dismiss Plaintiffs’ Complaint. ECF No. 22.

H. On November 1, 2024, Plaintiff filed her opposition to Defendant’s motion to dismiss. ECF No. 25.

I. On November 15, 2024, Defendant filed its reply in support of its motion to dismiss. ECF No. 26.

J. On December 12, 2024, the Court issued an Order Denying Motion to Dismiss. ECF No. 30.

K. On January 10, 2025, the Parties filed a Joint Stipulation to Stay Case Pending Mediation. ECF No. 33. On January 13, 2025, the Court issued an order granting the Joint Stipulation to Stay Case Pending Mediation. ECF No. 34.

1 **L.** During the jurisdictional discovery period, the Parties exchanged discovery,
2 including on issues such as the size and scope of the putative class, and certain facts related to the
3 strength of Defendant's defenses. Based on this, the Parties had sufficient information to assess the
4 strengths and weaknesses of the claims and defenses.

5 **M.** On February 11, 2025, the Parties filed a Joint Status Report Regarding Mediation.
6 ECF No. 35.

7 **N.** On July 8, 2025, the Parties participated in a mediation before Ambassador Jeffrey
8 L. Bleich. On the same day, the Parties reached an agreement on all material terms of a class
9 action settlement and executed a term sheet.

10 **O.** On July 10, 2025, the Parties filed a Notice of Settlement. ECF No. 37.

11 **P.** At all times, Defendant has denied and continues to deny any wrongdoing
12 whatsoever and has denied and continues to deny that it committed, or threatened or attempted to
13 commit, any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking
14 into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is
15 desirable and beneficial that the Action be fully and finally settled and terminated in the manner
16 and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise,
17 and the Agreement, any related documents, and any negotiations resulting in it shall not be
18 construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing
19 on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim
20 of any fault or liability or wrongdoing or damage whatsoever.

21 **Q.** Plaintiffs believe that the claims asserted in the Action against Defendant have merit
22 and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and
23 Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that
24 Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay
25 associated with continued prosecution of the Action against Defendant through class certification,
26 summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken
27 into account the uncertain outcome and risks of litigation, especially in complex class actions, as
28 well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that

1 the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based
2 on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement
3 are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the
4 Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of
5 this Agreement.

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

13 **AGREEMENT**

14 **1. DEFINITIONS.**

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

17 **1.1 “Action”** means *Mirmalek v. Los Angeles Times Communications LLC*, Case No.
18 3:24-cv-01797-CRB, pending in the United States District Court for the Northern District of
19 California.

20 **1.2 “Approved Claim”** means a Claim Form submitted by a Settlement Class Member
21 that: (a) is submitted timely and in accordance with the directions on the Claim Form and the
22 provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class
23 Member with all of the information requested in the Claim Form; (c) is signed by the Settlement
24 Class Member, physically or electronically; and (d) is approved by the Settlement Administrator
25 pursuant to the provisions of this Agreement. To receive a *pro rata* cash payment, each claimant
26 must fill out an attestation that they have accessed LA Times online via website (LATimes.com
27 and its subdomains) or mobile app from January 31, 2023 through to the date of preliminary
28 approval of this Settlement Agreement.

1 **1.3 “Claim Form”** means the document substantially in the form attached hereto as
2 **Exhibit A**, as approved by the Court. The Claim Form, to be completed by Settlement Class
3 Members who wish to file a Claim for a payment, shall be available in electronic and paper format
4 in the manner described below.

5 **1.4 “Claims Deadline”** means the date by which all Claim Forms must be postmarked
6 or received to be considered timely and shall be set as a date ninety (90) days following the Notice
7 Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as
8 in the Notice and the Claim Form.

9 **1.5 “Class Counsel”** means Yitz Kopel and Alec Leslie of Bursor & Fisher, P.A.

10 **1.6 “Class Representative”** means the named Plaintiff in this Action, Taliah Mirmalek.

11 **1.7 “Court”** means the United States District Court for the Northern District of
12 California, the Honorable Charles R. Breyer presiding, or any judge who shall succeed him as the
13 Judge in this Action.

14 **1.8 “Defendant”** means Los Angeles Times Communications LLC.

15 **1.9 “Defendant’s Counsel”** means Ann Marie Mortimer and Jason J. Kim of Hunton
16 Andrews Kurth LLP.

17 **1.10 “Effective Date”** means the date ten (10) days after which all of the events and
18 conditions specified in Paragraph 9.1 have been met and have occurred.

19 **1.11 “Escrow Account”** means the separate, interest-bearing escrow account to be
20 established by the Settlement Administrator under terms acceptable to all Parties at a depository
21 institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be
22 deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement
23 and the money in the Escrow Account shall be invested in the following types of accounts and/or
24 instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and
25 certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of
26 establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. The
27 Escrow Account shall be maintained by the Settlement Administrator.
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1 **1.12 “Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses
2 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

3 **1.13 “Final”** means one business day following the latest of the following events: (i) the
4 date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment
5 approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or
6 appeals solely with respect to the Fee Award, the date of completion, in a manner that finally
7 affirms and leaves in place the Final Judgment without any material modification, of all
8 proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all
9 deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings
10 ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following
11 decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any
12 proceeding on *certiorari*.

13 **1.14 “Final Approval Hearing”** means the hearing before the Court where the Parties
14 will request the Final Judgment to be entered by the Court approving the Settlement Agreement,
15 the Fee Award, and the incentive award to the Class Representative.

16 **1.15 “Final Judgment”** means the Final Judgment and Order to be entered by the Court
17 approving the Agreement after the Final Approval Hearing.

18 **1.16 “Notice”** means the notice of this proposed Class Action Settlement Agreement and
19 Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set
20 forth in this Agreement, is consistent with the requirements of Due Process, Rule 23, and is
21 substantially in the form of **Exhibits B, C, and D** hereto.

22 **1.17 “Notice Date”** means the date by which the Notice set forth in Paragraph 4.1 is
23 complete, which shall be no later than thirty (30) days after Preliminary Approval.

24 **1.18 “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 sixty (60) days after the
27 Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed
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1 with the Court and posted to the settlement website listed in Paragraph 4.1(f), or such other date as
2 ordered by the Court.

3 **1.19 “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 spouses, heirs, predecessors, successors,
7 representatives, or assigns. “Person” is not intended to include any governmental agencies or
8 governmental actors, including, without limitation, any state Attorney General office.

9 **1.20 “Plaintiffs”** means Taliah Mirmalek and the Settlement Class Members.

10 **1.21 “Preliminary Approval”** means the Court’s certification of the Settlement Class
11 for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the
12 form and manner of the Notice.

13 **1.22 “Preliminary Approval Order”** means the order preliminarily approving the
14 Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice
15 thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the
16 Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

17 **1.23 “Released Claims”** means any and all actual, potential, filed, known or unknown,
18 fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities,
19 rights, causes of action, contract or agreements, extra contractual claims, damages, punitive,
20 exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including
21 “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct,
22 individual or representative, of every nature and description whatsoever, whether based, on the
23 action, the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code § 638.51(a), and or other
24 state, federal, local, statutory, or common law or any other law, rule or regulation, against Released
25 Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts,
26 disclosures, statements, representations, omissions or failures to act regarding the alleged
27 disclosure, use, interception or transfer of information of or related to the Settlement Class
28 Members through alleged use of the Trackers, including all claims relating to such information

1 belonging to any and all Releasing Parties related to use of the LA Times online. In addition to the
2 release of all claims arising from the conduct described in this litigation through the date of
3 preliminary approval, the Settlement Class Members hereby release and forever discharge
4 Defendant from any and all claims, demands, or causes of action arising out of any facts,
5 transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions
6 or failures to act regarding the alleged disclosure, use, interception or transfer of information of or
7 related to the Settlement Class Members use of the LA Times online, that may occur after the
8 effective date of this settlement.

9 **1.24 “Released Parties”** means Los Angeles Times Communications LLC, as well as
10 any and all of its respective present or past owners, heirs, executors, estates, administrators,
11 predecessors, successors, assigns, parent companies, subsidiaries, commonly owned entities,
12 divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants,
13 independent contractors, insurers, reinsurers, directors, managing directors, officers, partners,
14 principals, members, attorneys, accountants, financial and other advisors, underwriters,
15 shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest,
16 assigns and companies, firms, trusts, and corporations.

17 **1.25 “Releasing Parties”** means Plaintiffs and Class Members who do not timely opt out
18 of the Settlement Class (whether or not such Class Members were able to be identified through the
19 discovery referenced in Paragraph 4, above), and all of their respective present or past heirs,
20 executors, estates, administrators, predecessors, successors, assigns, parent companies,
21 subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent
22 contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals,
23 members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders,
24 auditors, investment advisors, legal representatives, successors in interest, assigns and companies,
25 firms, trusts, and corporations.

26 **1.26 “Settlement Administration Expenses”** means the expenses incurred by the
27 Settlement Administrator in providing Notice (including CAFA notice), processing claims,
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1 responding to inquiries from members of the Settlement Class, mailing checks for Approved
2 Claims, and related services.

3 **1.27 “Settlement Administrator”** means a reputable administration company that has
4 been selected by the Parties and approved by the Court to oversee the distribution of Notice, as
5 well as the processing and payment of Approved Claims to the Settlement Class as set forth in this
6 Agreement.

7 **1.28 “Settlement Class”** means all persons who accessed LA Times online via website
8 or mobile app in California and had their information collected by tracking technologies between
9 January 31, 2023 through to the date of preliminary approval of this Settlement Agreement.
10 Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and
11 members of their families; (2) the Defendant, its subsidiaries, parent companies, successors,
12 predecessors, and any entity in which the Defendant or its parents have a controlling interest and
13 their current or former officers, directors, agents, attorneys, and employees; (3) persons who
14 properly execute and file a timely request for exclusion from the class; and (4) the legal
15 representatives, successors or assigns of any such excluded persons.

16 **1.29 “Settlement Class Member”** means a Person who falls within the definition of the
17 Settlement Class as set forth above and who has not submitted a valid request for exclusion.

18 **1.30 “Settlement Fund”** means the non-reversionary cash fund that shall be
19 established by or on behalf of Defendant in the total amount of three million eight hundred fifty
20 thousand dollars (\$3,850,000.00 USD) to be deposited into the Escrow Account, according to the
21 schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement
22 Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement
23 Administration Expenses, any incentive award to the Class Representatives, and any Fee Award to
24 Class Counsel. The Settlement Fund shall be kept in the Escrow Account with permissions granted
25 to the Settlement Administrator to access said funds until such time as the above-listed payments
26 are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the
27 Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect
28 to any earnings on the Settlement Fund and the payment of all taxes that may be due on such

1 earnings. The Settlement Fund represents the total extent of Defendant's monetary obligations
2 under this Agreement. In no event shall Defendant's total monetary obligation with respect to this
3 Agreement exceed or be less than three million eight hundred fifty thousand dollars (\$3,850,000.00
4 USD), plus the interest earned on such sum.

5 **1.33 "Unknown Claims"** means claims that could have been raised in the Action and
6 that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or
7 her, might affect his or her agreement to release the Released Parties or the Released Claims or
8 might affect his or her decision to agree, object or not to object to the Settlement. Upon the
9 Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and
10 relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of § 1542 of
11 the California Civil Code, which provides as follows:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH
13 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
14 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
15 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
16 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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

25 **2. SETTLEMENT RELIEF.**

26 **2.1 Payments to Settlement Class Members.**

27 (a) Defendant shall pay or cause to be paid into the Escrow Account the amount
28 of the Settlement Fund (\$3,850,000.00 USD), as specified in Paragraph 1.30 of this Agreement,

1 within ninety (90) days following the Effective Date of this Settlement Agreement. Under no
2 circumstances shall Defendant be required to pay any amount in excess of the Settlement Fund.

3 (b) Settlement Class Members shall have until the Claims Deadline to submit an
4 Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to a
5 *pro rata* portion of the Settlement Fund by e-payment or check after deducting the Settlement
6 Administration Expenses, any Fee Award, and any incentive award.

7 (c) The Settlement Administrator shall pay from the Settlement Fund all
8 Approved Claims by check with said checks being sent electronically or via first class U.S. mail to
9 the Settlement Class Members who submitted such Approved Claims. Payments to all Settlement
10 Class Members with Approved Claims shall be made within one hundred eighty (180) days after
11 the Effective Date.

12 (d) All cash payments issued to Settlement Class Members via check will state
13 on the face of the check that it will expire and become null and void unless cashed within one
14 hundred eighty (180) days after the date of issuance. To the extent that any checks issued to a
15 Settlement Class Member are not cashed within one hundred eighty (180) days after the date of
16 issuance, such uncashed check funds shall be redistributed on a *pro rata* basis (after first deducting
17 any necessary settlement administration expenses from such uncashed check funds) to all
18 Settlement Class Members who cashed checks during the initial distribution, but only to the extent
19 each Settlement Class Member would receive at least \$5.00 in any such secondary distribution and
20 if otherwise feasible. To the extent each Settlement Class Member would receive less than \$5.00
21 in any such secondary distribution or if a secondary distribution would be otherwise infeasible, any
22 uncashed check funds shall revert to and the Consortium of Cybersecurity Clinics, subject to
23 approval by the Court.

24 (e) Upon payment of the Settlement Fund into the Escrow Account, all risk of
25 loss with respect to the cash portion of the Settlement shall pass to the Escrow Account, and any
26 and all remaining interest or right of Defendant in or to the Escrow Account, if any, shall be
27 extinguished.

1 **3. RELEASE.**

2 **3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and
3 final disposition of the Action and any and all Released Claims, as against all Released Parties.

4 **3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
5 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
6 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
7 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
8 Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently
9 barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a
10 class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other
11 than participation in the Settlement as provided herein) against any Released Party based on the
12 Released Claims.

13 **4. NOTICE TO THE CLASS.**

14 **4.1** The Notice Plan shall consist of the following:

15 **(a)** *Settlement Class List.* No later than thirty (30) days after Preliminary
16 Approval, Defendant shall produce an electronic list from its records that includes the names,
17 email addresses, and last known U.S. Mail addresses, to the extent available, belonging to Persons
18 within the Settlement Class. Class Counsel's assent to this Agreement shall constitute consent on
19 behalf of the Settlement Class to disclose this information. This electronic document shall be
20 called the "Class List," and shall be provided to the Settlement Administrator. Class Counsel shall
21 not use the Settlement Class List, or any information contained within it, for any other purposes
22 other than administering the settlement, and shall take reasonable measures to protect the
23 information from any third-party disclosure. Class Counsel may not send advertisements,
24 solicitations, or communications to the Settlement Class to solicit Class members to retain Class
25 Counsel for any other matters or disputes.

26 **(b)** *Direct Notice.* In the event that the Court preliminarily approves the
27 Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via First
28 Class U.S. Mail and email substantially in the form attached as **Exhibits C and D**, along with an

1 electronic link to the Claim Form, to all Settlement Class Members for whom a valid email
2 address is available in the Class List. In the event transmission of email notice results in any
3 “bounce-backs,” the Settlement Administrator shall, where reasonable, correct any issues that may
4 have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

5 (c) *Update Addresses.* Prior to mailing any Notice, the Settlement
6 Administrator will update the U.S. mail addresses of persons on the Class List using the National
7 Change of Address database and other available resources deemed suitable by the Settlement
8 Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct
9 address of any Settlement Class members for whom Notice is returned by the U.S. Postal Service
10 as undeliverable and shall attempt re-mailings.

11 (d) *Reminder Notice.* Both thirty (30) days prior to the Claims Deadline and
12 seven (7) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice
13 via email substantially in the form attached as **Exhibit D** (with minor, non-material modifications
14 to indicate that it is a reminder email rather than an initial notice), along with an electronic link to
15 the Claim Form, to all Settlement Class Members for whom a valid email address is available in
16 the Class List.

17 (e) *Publication Notice.* The Parties shall engage the Settlement Administrator
18 to disseminate publication notice designed to effectuate a reach of at least 70% of Settlement
19 Class Members.

20 (f) *Settlement Website.* Within ten (10) days from entry of the Preliminary
21 Approval Order, Notice shall be provided on a website at www.LAtimescipasettlement.com which
22 shall be administered and maintained by the Settlement Administrator and shall include the ability
23 to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially
24 in the form of **Exhibit B** hereto.

25 (g) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days
26 after the Agreement is filed with the Court, the Settlement Administrator shall cause to be served
27 upon the Attorneys General of each U.S. State in which Settlement Class members reside, the
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1 Attorney General of the United States, and other required government officials, notice of the
2 proposed settlement as required by law.

3 (h) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to
4 Settlement Class Members, may from time to time contact Settlement Class Members to provide
5 information about the Settlement Agreement and to answer any questions Settlement Class
6 Members may have about the Settlement Agreement.

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

17 4.3 Any Settlement Class Member who intends to object to this Agreement must present
18 the objection in writing, which must be personally signed by the objector, and must include: (1) the
19 objector's name and address; (2) an explanation of the basis upon which the objector claims to be a
20 Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority
21 and evidence supporting the objection; (4) the name and contact information of any and all
22 attorneys representing, advising, or in any way assisting the objector in connection with the
23 preparation or submission of the objection or who may profit from the pursuit of the objection (the
24 "Objecting Attorneys"); (5) a list of any objections filed by the objector or their counsel to other
25 class action settlements within the past ten years; and (5) a statement indicating whether the
26 objector intends to appear at the Final Approval Hearing (either personally or through counsel who
27 files an appearance with the Court in accordance with the Local Rules).

1 **4.4** If a Settlement Class Member or any of the Objecting Attorneys has objected to any
2 class action settlement where the objector or the Objecting Attorneys asked for or received any
3 payment in exchange for dismissal of the objection, or any related appeal, without any modification
4 to the settlement, then the objection must include a statement identifying each such case by full
5 case caption and amount of payment received. Any challenge to the Settlement Agreement, the
6 Final Order, or the Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate
7 Procedure and not through a collateral attack.

8 **4.5** A Settlement Class Member may request to be excluded from the Settlement Class
9 by sending a written request postmarked on or before the Objection/Exclusion Deadline approved
10 by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the
11 Settlement Class must timely send a written request for exclusion to the Settlement Administrator
12 as specified in the Notice, providing his/her name and address, a signature, the name and number
13 of the case, and a statement that he or she wishes to be excluded from the Settlement Class for
14 purposes of this Settlement. A request to be excluded that does not include all of this information,
15 or that is sent to an address other than that designated in the Notice, or that is not postmarked
16 within the time specified, shall be invalid, and the Person(s) serving such a request shall be a
17 member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this
18 Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded
19 from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to
20 relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be
21 entitled to object to any aspect of this Agreement. The request for exclusion must be personally
22 signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be
23 allowed. To be valid, a request for exclusion must be postmarked or received by the date specified
24 in the Notice. If more than forty (40) Class Members file timely and valid exclusions, then
25 Defendant shall have the option, but not the obligation, to terminate this Agreement and the Parties
26 shall return to their respective positions prior to the entry of the Agreement.

27 **4.6** The Final Approval Hearing shall be no earlier than ninety (90) days after the
28 Notice described in Paragraph 4.1(e) is provided.

1 **4.7** Any Settlement Class Member who does not, using the procedures set forth in this
2 Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid
3 Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement,
4 but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final
5 Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be
6 barred from bringing any action against any of the Released Parties concerning the Released
7 Claims.

8 **5. SETTLEMENT ADMINISTRATION.**

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

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

26 **(b)** Receive requests to be excluded from the Settlement Class and other
27 requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the
28 Settlement Administrator receives any exclusion forms or other requests after the deadline for the

1 submission of such forms and requests, the Settlement Administrator shall promptly provide copies
2 thereof to Class Counsel and Defendant's Counsel;

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

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

9 5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to
10 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.
11 The Settlement Administrator will reject any claim that does not comply in any material respect
12 with the instructions on the Claim Form or the terms of Paragraphs 1.2 and/or 1.3, above, or is
13 submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the
14 Settlement Administrator must be given a notice of the Claim Form's deficiency and an
15 opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The
16 Settlement Administrator may contact any Person who has submitted a Claim Form to obtain
17 additional information necessary to verify the Claim Form.

18 5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the
19 acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and
20 review supporting documentation relating to such Claim Form. The Settlement Administrator shall
21 follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any
22 disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able
23 to agree on the disposition of a challenge, the disputed claim shall be submitted to Judicial
24 Arbitration and Mediation Services, Inc. ("JAMS") for binding determination.

25 5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator
26 shall have the right to reasonably request additional information from the Parties or any Settlement
27 Class Member.

28 **6. TERMINATION OF SETTLEMENT.**

1 **6.1** Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives on
2 behalf of the Settlement Class, shall have the right to terminate this Agreement by providing
3 written notice of the election to do so (“Termination Notice”) to all other Parties hereto within
4 twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary
5 Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval
6 of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in
7 this Action in any material respect; (iv) the date upon which the Final Judgment is modified or
8 reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon
9 which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement is modified or
10 reversed in any material respect by the Court of Appeals or the Supreme Court.

11 **6.2** Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right, but not the
12 obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class
13 Counsel within twenty-five (25) days of the following events: (i) individuals comprising more than
14 three percent (3%) of the Settlement Class in total have timely and validly opted out of and/or
15 objected to the Agreement; or (ii) the Class Representatives and their agents, or any other
16 individuals operating at their direction or in coordination with them, or Class Counsel, file or
17 threaten to file any arbitrations or additional lawsuits against Defendant related to the Released
18 Claims at any time prior to Final Approval.

19 **6.3** If Defendant seeks to terminate the Agreement on the basis of 6.2 above, the Parties
20 agree that any dispute as to whether Defendant may invoke section 6.2 to terminate the Agreement
21 that they cannot resolve on their own after reasonable, good faith efforts, will be submitted to
22 Judicial Arbitration and Mediation Services, Inc. (“JAMS”) for binding determination.

23 **6.4** The Parties agree that the Court’s failure to approve, in whole or in part, the
24 attorneys’ fees payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below
25 shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.
26 The procedures for any application for approval of attorneys’ fees, expenses, or Incentive Awards
27 are to be considered by the Court separately from the Court’s consideration of the fairness,
28 reasonableness and adequacy of the Settlement.

1 **7. PRELIMINARY AND FINAL APPROVAL ORDERS.**

2 **7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall
3 submit this Agreement together with its Exhibits to the Court and shall move the Court for
4 Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement
5 Class for settlement purposes only; appointment of Class Counsel and the Class Representatives;
6 and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date
7 and approve the Notices and Claim Form for dissemination substantially in the form of **Exhibits A**
8 **through D** hereto. The Preliminary Approval Order shall also authorize the Parties, without further
9 approval from the Court, to agree to and adopt such amendments, modifications and expansions of
10 the Settlement Agreement and its implementing documents (including all exhibits to this
11 Agreement) so long as they are consistent in all material respects with the terms of the Settlement
12 Agreement and do not limit or impair the rights of the Settlement Class.

13 **7.2** Defendant's agreement as to certification of the Settlement Class is solely for
14 purposes of effectuating the Settlement and no other purpose. Defendant retains all of its
15 objections, arguments, and defenses with respect to class certification and any other issue, and
16 reserves all rights to contest class certification and any other issue if the Settlement set out in this
17 Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's
18 approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if
19 the Settlement set forth in this Settlement otherwise fails to become effective. The Parties
20 acknowledge that there has been no stipulation to any classes or certification of any classes for any
21 purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement
22 Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this
23 Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this
24 Settlement Agreement otherwise fails to become effective, this agreement as to certification of the
25 Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other
26 settlement-related statement may not be cited regarding certification of the Class, or in support of
27 an argument for certifying any class for any purpose related to this Action or any other proceeding.
28

1 **7.3** After Notice is given, the Parties shall request and seek to obtain from the Court a
2 Final Judgment, 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 Class Representatives and Class Counsel adequately represent
21 the Settlement Class for purposes of entering into and implementing the Agreement;

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

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

27 **(g)** permanently bar and enjoin all Settlement Class Members who have not
28 been properly excluded from the respective Settlement Class from filing, commencing,

1 prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or
2 other action in any jurisdiction based on the Released Claims.

3 **8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF**
4 **EXPENSES; INCENTIVE AWARD.**

5 **8.1** Pursuant to Fed. R. Civ. P. 23(h), Class Counsel shall apply for an award of
6 reasonable attorneys’ fees and costs out of the Settlement Fund in an amount determined by the
7 Court as the Fee Award. With no consideration given or received, Class Counsel will limit its
8 petition for attorneys’ fees, costs, and expenses to no more than one-third of the Settlement Fund
9 (i.e., \$1,283,333.33). Payment of the Fee Award shall be made from the Settlement Fund and
10 should the Court award less than the amount sought by Class Counsel, the difference in the amount
11 sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the
12 Settlement Fund for distribution to eligible Settlement Class Members. There is no agreement that
13 Defendant will not oppose Class Counsel’s request for attorneys’ fees and costs or Plaintiff’s
14 request for an incentive award.

15 **8.2** The Fee Award shall be payable within ten (10) days after entry of the Court’s Final
16 Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys’ Fees and
17 Costs (the “Undertaking”) attached hereto as **Exhibit E**, and providing all payment routing
18 information and tax ID numbers for Class Counsel. Payment of the Fee Award shall be made by
19 wire transfer to Bursor & Fisher, P.A. in accordance with wire instructions to be provided to the
20 Settlement Administrator by Bursor & Fisher, P.A., and completion of necessary forms, including
21 but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment
22 is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to
23 the Settlement Fund.

24 **8.3** Class Counsel intends to file a motion for Court approval of an incentive award for
25 Plaintiff, to be paid from the Settlement Fund, in addition to any funds Plaintiff stands to otherwise
26 receive from the Settlement. With no consideration having been given or received for this
27 limitation, Plaintiff will seek no more than \$5,000 each as an incentive award. Should the Court
28

1 award less than this amount, the difference in the amount sought and the amount ultimately
2 awarded pursuant to this Paragraph shall remain in the Settlement Fund for distribution to eligible
3 Settlement Class Members. Such award shall be paid from the Settlement Fund (in the form of a
4 check to the Class Representatives that is sent care of Class Counsel), within thirty (30) days after
5 the Effective Date.

6 **8.4** Any ruling by the Court related to attorneys' fees or incentive awards, even if
7 subject to a motion to modify or reconsider, shall not be a basis for termination of the Settlement
8 Agreement.

9 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
10 **CANCELLATION OR TERMINATION.**

11 **9.1** The Effective Date of this Settlement Agreement shall not occur unless and until
12 each of the following events occurs and shall be the date upon which the last (in time) of the
13 following events occurs:

14 (a) The Parties and their counsel have executed this Agreement;
15 (b) The Court has entered the Preliminary Approval Order;
16 (c) The Court has entered an order finally approving the Agreement, following
17 Notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of
18 Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement
19 in all material respects; and

20 (d) The Final Judgment has become Final, as defined above, or, in the event that
21 the Court enters an order and final judgment in a form other than that provided above ("Alternative
22 Judgment") and that has the consent of the Parties, such Alternative Judgment becomes Final.

23 **9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the
24 event that this Agreement is not approved by the Court, or the settlement set forth in this
25 Agreement is terminated or fails to become effective in accordance with its terms, then this
26 Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class
27 Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any
28 Party is in material breach of the terms hereof, and fails to cure such material breach within 30

1 days of notice, any other Party, provided that it is in substantial compliance with the terms of this
2 Agreement, may terminate this Agreement on notice to all of the Settling Parties.

3 **9.3** If this Agreement is terminated or fails to become effective for the reasons set forth
4 in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the
5 Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other
6 order entered by the Court in accordance with the terms of this Agreement shall be treated as
7 vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the
8 Action as if this Agreement had never been entered into.

9 **10. MISCELLANEOUS PROVISIONS.**

10 **10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement
11 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the
12 extent reasonably necessary to effectuate and implement all terms and conditions of this
13 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and
14 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through
15 any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in
16 seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and
17 the Final Judgment, and promptly to agree upon and execute all such other documentation as may
18 be reasonably required to obtain final approval of the Agreement.

19 **10.2** The Parties intend this Settlement Agreement to be a final and complete resolution
20 of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class
21 and each or any of them, on the one hand, against the Released Parties, and each or any of the
22 Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that
23 the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith
24 or on a frivolous basis.

25 **10.3** The Parties have relied upon the advice and representation of counsel, selected by
26 them, concerning their respective legal liability for the claims hereby released. The Parties have
27 read and understand fully the above and foregoing agreement and have been fully advised as to the
28 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

1 **10.4** Whether or not the Effective Date occurs or the Settlement Agreement is
2 terminated, neither this Agreement nor the settlement contained herein, nor any act performed or
3 document executed pursuant to or in furtherance of this Agreement or the settlement:

4 **(a)** is, may be deemed, or shall be used, offered or received against the Released
5 Parties, or each or any of them, as an admission, concession or evidence of, the validity of any
6 Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that
7 has been or could have been asserted in the Action, the violation of any law or statute, the
8 reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability,
9 negligence, or fault of the Released Parties, or any of them;

10 **(b)** is, may be deemed, or shall be used, offered or received against Defendant,
11 as an admission, concession or evidence of any fault, misrepresentation or omission with respect to
12 any statement or written document approved or made by the Released Parties, or any of them;

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

25 **(d)** is, may be deemed, or shall be construed against Plaintiffs, the Settlement
26 Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any
27 of them, as an admission or concession that the consideration to be given hereunder represents an
28

1 amount equal to, less than or greater than that amount that could have or would have been
2 recovered after trial; and

3 (e) is, may be deemed, or shall be construed as or received in evidence as an
4 admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and
5 any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims
6 are with or without merit or that damages recoverable in the Action would have exceeded or would
7 have been less than any particular amount.

8 **10.5** The headings used herein are used for the purpose of convenience only and are not
9 meant to have legal effect.

10 **10.6** The waiver by one Party of any breach of this Agreement by any other Party shall
11 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

12 **10.7** All of the Exhibits to this Agreement are material and integral parts thereof and are
13 fully incorporated herein by this reference.

14 **10.8** This Agreement and its Exhibits set forth the entire agreement and understanding of
15 the Parties with respect to the matters set forth herein, and supersede all prior negotiations,
16 agreements, arrangements and undertakings with respect to the matters set forth herein. No
17 representations, warranties or inducements have been made to any Party concerning this Settlement
18 Agreement or its Exhibits other than the representations, warranties and covenants contained and
19 memorialized in such documents. This Agreement may be amended or modified only by a written
20 instrument signed by or on behalf of all Parties or their respective successors-in-interest.

21 **10.9** Except as otherwise provided herein, each Party shall bear its own costs.

22 **10.10** Plaintiffs represent and warrant that they have not assigned any claim or right or
23 interest therein as against the Released Parties to any other Person or Party and that they are fully
24 entitled to release the same.

25 **10.11** Each counsel or other Person executing this Settlement Agreement, any of its
26 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and
27 represents that such Person has the full authority to do so and has the authority to take appropriate
28 action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class

1 Counsel in particular warrants that they are authorized to execute this Settlement Agreement on
2 behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to
3 all Settlement Class Members), and that all actions necessary for the execution of this Settlement
4 Agreement have been taken.

5 **10.12** This Agreement may be executed in one or more counterparts. Signature by digital
6 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
7 executed counterparts and each of them shall be deemed to be one and the same instrument. A
8 complete set of original executed counterparts shall be filed with the Court if the Court so requests.

9 **10.13** This Settlement Agreement shall be binding upon, and inure to the benefit of, the
10 successors and assigns of the Parties hereto and the Released Parties.

11 **10.14** The Court shall retain jurisdiction with respect to implementation and enforcement
12 of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for
13 purposes of implementing and enforcing the settlement embodied in this Agreement.

14 **10.15** This Settlement Agreement shall be governed by and construed in accordance with
15 the laws of the State of California.


16 **10.16** This Agreement is deemed to have been prepared by counsel for all Parties, as a
17 result of arm's-length negotiations among the Parties. Because all Parties have contributed
18 substantially and materially to the preparation of this Agreement, it shall not be construed more
19 strictly against one Party than another.

20 **10.17** Where this Agreement requires notice to the Parties, such notice shall be sent to the
21 undersigned counsel: Yitzchak Kopel, Alec Leslie, and Max S. Roberts Bursor & Fisher, P.A.,
22 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019; Ann Marie Mortimer, Jason J.
23 Kim, Hunton Andrews Kurth LLP, 550 South Hope Street, Suite 2000, Los Angeles, CA 90071.

IT IS SO AGREED TO BY THE PARTIES:

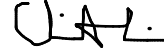
Dated: 10/08/2025

TALIAH MIRMALEK

By: 
Taliah Mirmalek, individually and as representative of
the Class

Dated: 10/13/25

LOS ANGELES TIMES COMMUNICATIONS LLC

By: 

Name: Chris Argentieri

Title: President & COO

EXHIBIT A

[illegible]

If you select the option to receive a physical check and your claim is determined to be valid, the settlement payment will be mailed to the mailing address provided on your claim submission.

PART THREE: ATTESTATION

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this Claim Form is true and correct to the best of my knowledge. I affirm that I accessed LA Times online via website or mobile app in California between January 31, 2023 and [Date].

I understand that my Claim Form may be subject to audit, verification, and review and that if it is incomplete, untimely, or contains false information, it may be rejected.

SIGNATURE

DATE

MM

–

DD

–

YYYY

Please keep a copy of your Claim Form for your records

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA
Mirmalek v. Los Angeles Times Communications LLC, Case No. 3:24-CV-01797-CRB

**If You Accessed LA Times Online Via Website or Mobile App in California
Between January 31, 2023 and [REDACTED],
You May Be Entitled to a Payment From a Class Action Settlement.**

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against Los Angeles Times Communications LLC. The class action lawsuit alleges that Defendant, Los Angeles Times Communications LLC, installed and used three trackers—the TripleLift Tracker, GumGum Tracker, and Audiencerate Tracker (the “Trackers”)—on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”).
- You are included if you are a person who accessed LA Times online through its website (www.LATimes.com or any of its subdomains) or mobile app, in the state of California from January 31, 2023 to and through [REDACTED].
- Persons included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don’t like the Settlement.
GO TO THE HEARING BY [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court

decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Charles R. Breyer, of the U.S. District Court for the Northern District of California, is overseeing this case. The case is called *Mirmalek v. Los Angeles Times Communications LLC*, Case No. 3:24-CV-01797-CRB. The person who has sued is called the Plaintiff. The Defendant is Los Angeles Times Communications LLC.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Taliah Mirmalek) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit alleges that Defendant, Los Angeles Times Communications LLC, installed and used three trackers—the TripleLift Tracker, GumGum Tracker, and Audiencerate Tracker (the “Trackers”)—on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”). The Defendant denies that it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

all persons who accessed LA Times online via website or mobile app in California and had their information collected by tracking technologies between January 31, 2023 through to, and including, [REDACTED].

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has created a Settlement Fund totaling \$3,850,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees, and an award to the Class Representative will also come out of this fund (*see* Question 13).

7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after the Settlement has been finally approved and/or any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by [Claims Deadline]. Claim Forms can be found and submitted by clicking [here](#) [hyperlink], or by printing and mailing a paper Claim Form, copies of which are available for download [here](#) [hyperlink].

We also encourage you to submit your claim on-line. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and certain of its affiliates described in Section 1.23 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed the law firm of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for this lawyer. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$3.85 million Settlement Fund, but the Court may award less than this amount.

As approved by the Court, the Class Representative will be paid an Incentive Award from the Settlement Fund for helping to bring and settle the case. The Class Representative will seek no more than \$5,000 as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Mirmalek v. Los Angeles Times Communications LLC*, Case No. 3:24-CV-01797-CRB settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

LA Times CIPA Settlement

0000 Street

City, ST 00000

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Mirmalek v. Los Angeles Times Communications LLC*, Case No. 3:24-CV-01797-CRB and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than [objection deadline].

Court	Class Counsel	Defendant's Counsel
The Hon. Charles R. Breyer San Francisco Courthouse, Courtroom 6 450 Golden Gate Ave. San Francisco, CA 94102	Max S. Roberts Bursor & Fisher PA 1990 North California Blvd., 9th Floor Walnut Creek, CA 94596	Jason J. Kim Hunton Andrews Kurth LLP 550 South Hope Street, Suite 2000 Los Angeles, CA 90071

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2025** in Courtroom 6 at the U.S. Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.latimescipasettlement.com]. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your “Notice of Intent to Appear in *Mirmalek v. Los Angeles Times Communications LLC*, Case No. 3:24-CV-01797-CRB.” It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [objection deadline], and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at www.latimescipasettlement.com, by contacting class counsel at info@bursor.com, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT C

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS
INDICATE YOU HAVE
SUBSCRIBED TO LA
TIMES AND MAY BE
ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

LA Times CIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

A settlement has been reached in a class action lawsuit claiming that Defendant, Los Angeles Times Communications LLC, installed and used three trackers—the TripleLift Tracker, GumGum Tracker, and Audiencerate Tracker (the “Trackers”)—on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”). Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all persons who accessed LA Times online via website or mobile app in California and had their information collected by tracking technologies between January 31, 2023, to and through [Month day, year].

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$3,850,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You may submit a Claim Form either electronically on the Settlement Website by visiting [insert hyperlink], or by printing and mailing in a paper Claim Form, copies of which are available for download at the Settlement Website. Your payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.latimescipasettlement.com]. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to Defendant’s alleged disclosure of subscriber information to any third party will be released.

Who Represents Me? The Court has appointed the law firm of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for this representation. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [] .m. on [date] in Courtroom 6 at the U.S. Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative \$5,000 from the Settlement Fund for her service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys’ fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.latimescipasettlement.com, contact the settlement administrator at 1- - - or LA Times CIPA Settlement Administrator, [address], or contact Class Counsel at info@bursor.com.

LA Times CIPA Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT D

From: Administrator@latimescipasettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Mirmalek v. Los Angeles Times Communications LLC, Case No. 3:24-cv-01797-CRB
(United States District Court for the Northern District of California)

Our Records Indicate You Have Subscribed to *LA Times* and May Be Entitled to a Payment From a Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendant, Los Angeles Times Communications LLC, installed and used three trackers—the TripleLift Tracker, GumGum Tracker, and Audiencerate Tracker (the “Trackers”)—on Website visitors’ internet browsers, without consent and in violation of Section 638.51(a) of the California Invasion of Privacy Act (“CIPA”). Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all persons in California who, from January 31, 2023, to and through [Month day, year], accessed LA Times online via website or mobile app in California and had their information collected by tracking technologies.

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$3,850,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund, estimated at \$[] per class member.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.latimescipasettlement.com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to the alleged disclosure to any third party of information collected in connection to your use of Defendant’s website or mobile app will be released.

Who Represents Me? The Court has appointed the law firm of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [redacted] m. on [date] in Courtroom 6 at the U.S. Courthouse, 450 Golden Gate Ave., San Francisco, CA 94102. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representative \$5,000 from the Settlement Fund for her service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.latimescipasettlement.com, contact the settlement administrator at 1-[redacted]-[redacted]-[redacted] or LA Times CIPA Settlement Administrator, [address], or contact Class Counsel at info@bursor.com.

EXHIBIT E

ACKNOWLEDGMENT & GUARANTEE

I, the undersigned, acknowledge and agree as follows on behalf of myself and the firm of Bursor & Fisher, P.A. (the “Firm”):

I have read the Stipulation and Agreement of Settlement entered into by the parties in *Mirmalek v. Los Angeles Times Communications, LLC*, Case No. 3:24-CV-01797-CRB (N.D. Cal.) (“Settlement Agreement”) and understand its terms. I represent and warrant that I am authorized to execute this agreement on the Firm’s behalf and to bind the Firm to the obligations set forth herein, and I make this Acknowledgment & Guarantee on behalf of the Firm.

The undersigned understands and agrees that any amount received by the Firm pursuant to the Settlement Agreement is subject to repayment to Los Angeles Times Communications, LLC (“LA Times”) by the Firm in the event that the Settlement Agreement is terminated pursuant to its terms. Within twenty (20) days of receiving written notice of termination of the Settlement Agreement from any counsel for the Parties, the Firm will reimburse to LA Times all sums received by the Firm as attorneys’ fees and costs pursuant to the Settlement Agreement. By receiving any such sums, the Firm submits to the jurisdiction of the United States District Court for the Northern District of California for the enforcement of, and any and all disputes relating to or arising out of, the reimbursement obligations set forth herein and the Settlement Agreement. The Firm agrees to pay LA Times for reasonable attorneys’ fees it incurs in enforcing the Acknowledgment & Guarantee.

The Firm further agrees to indemnify, defend, and hold harmless, LA Times and its attorneys from any and all claims and disputes of any kind relating to LA Times’ payment of attorneys’ fees to the Firm and/or other attorneys’ fees for the plaintiffs pursuant to the Settlement Agreement.

Date: _____

By: _____
For: Bursor & Fisher, P.A.