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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](http://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

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

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

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

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

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

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

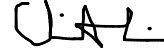
Dated: 10/08/2025

**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