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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

19 KYLE CHASE, an individual, on behalf of
20 himself and others similarly situated,

21 Plaintiff,

22 vs.

23 ALLIED GARDENS TOWING, INC., a
24 Delaware corporation; ROADONE WEST,
25 INC., a Delaware corporation; and DOES 1
26 through 50, inclusive,

27 Defendants.

Case No.: 37-2023-00050188-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:

Hon. Mark T. Cumba

Dept.: C-65

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

Original Complaint Filed: November 17, 2023

First Amended Complaint Filed: January 22,
2024

Trial Date: None Set

1 This “Class and PAGA Action Settlement Agreement and Release” (“Settlement Agreement”
2 or “Agreement”) is made by and between plaintiff Kyle Chase (“Plaintiff”) and Allied Gardens
3 Towing, Inc. and RoadOne West, Inc. (“Defendants”). The Agreement refers to Plaintiff and
4 Defendants collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants
7 captioned *Kyle Chase v. Allied Gardens Towing, Inc and RoadOne West, Inc.*, filed on November
8 17, 2023, in San Diego County Superior Court.

9 1.2 “Aggrieved Employee” means all current and former non-exempt employees who
10 worked for Defendants in California during the PAGA Period (or if any such person is
11 incompetent, deceased, or unavailable due to military service, the person’s legal representative or
12 successor in interest evidenced by reasonable verification).

13 1.3 “Class” means all current and former non-exempt employees who worked for
14 Defendants in California during the Class Period (or if any such person is incompetent, deceased,
15 or unavailable due to military service, the person’s legal representative or successor in interest
16 evidenced by reasonable verification).

17 1.4 “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J.
18 Kim, and Arianna Razi of D.Law, Inc.

19 1.5 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
20 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will
21 request approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to
22 \$150,000.00.

23 1.6 “Class Counsel Litigation Expenses Payment” means the amount allocated from the
24 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs
25 incurred in the Action.

26 1.7 “Class Data” means information regarding Class Members that Defendants will in good
27 faith compile from its records and provide to the Settlement Administrator. It shall be formatted
28 as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last 4 digits

1 of social security number; last known address; and number of Workweeks or information
2 sufficient to calculate the same.

3 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either
4 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
5 Class Member who qualifies as an Aggrieved Employee).

6 1.9 “Class Member Address Search” means the Settlement Administrator’s investigation
7 and search for current Class Member mailing addresses using all reasonably available sources,
8 methods, and means including, but not limited to, the “National Change of Address Database”,
9 skip traces, and direct contact by the Settlement Administrator with Class Members.

10 1.10 “Class Notice” means the Court Approved Notice of Class Action Settlement and
11 Hearing Date for Final Court Approval, to be mailed to Class Members and as attached at Exhibit
12 A and incorporated by reference into this Agreement.

13 1.11 “Class Period” means the period from November 17, 2019 to March 4, 2025.

14 1.12 “Class Representative” means the named Plaintiff Kyle Chase, in the Action seeking
15 Court approval to serve as a Class Representative.

16 1.13 “Class Representative Enhancement Award” means the payment to the Class
17 Representative for initiating the Action and providing services in support of the Action.

18 1.14 “Court” means the Superior Court of California, County of San Diego.

19 1.15 “Defendants” means named Defendants Allied Gardens Towing, Inc. and RoadOne
20 West, Inc.

21 1.16 “Defense Counsel” means Stacey M. Cooper of Stacey Cooper Law P.C.

22 1.17 “Effective Date” means the date by which all of the following have occurred: (a) the
23 Court enters Judgment upon Final Approval; and (b) the Judgment is final. The Judgment is final
24 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
25 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
26 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
27 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms
28 the Judgment and issues a remittitur.

1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.

1 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
2 of the Settlement.

3 1.20 “Gross Settlement Amount” means \$450,000.00 (Four Hundred Fifty Thousand Dollars
4 and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except
5 as provided in Paragraph 8 below.

6 1.21 “Individual Class Payment” means the Participating Class Member’s *pro rata* share of
7 the Net Settlement Amount calculated according to the number of Workweeks worked during the
8 Class Period.

9 1.22 “Individual PAGA Payment” means the Aggrieved Employee’s *pro rata* share of 25%
10 of the PAGA Penalties calculated according to the number of PAGA Workweeks worked during
11 the PAGA Period.

12 1.23 “Judgment” means the judgment entered by the Court based upon the Final Approval.

13 1.24 “LWDA” means the California Labor and Workforce Development Agency, the agency
14 entitled, under Labor Code section 2699, subd. (i).

15 1.25 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
16 under Labor Code section 2699, subd. (i).

17 1.26 “Net Settlement Amount” means the Gross Settlement Amount, less the following
18 payments in the amounts approved by the Court: PAGA Penalties, Class Representative
19 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
20 and the Settlement Administration Costs. The remainder is to be paid to Participating Class
21 Members as Individual Class Payments.

22 1.27 “Non-Participating Class Member” means any Class Member who opts out of the
23 Settlement by sending the Settlement Administrator a valid and timely Request for Exclusion.

24 1.28 “Operative Complaint” means the operative “First Amended Complaint” filed in the
25 Action on January 22, 2024.

26 1.29 “PAGA Workweek” means any week during which an Aggrieved Employee worked for
27 Defendants for at least a portion of one day, during the PAGA Period.

28 1.30 “PAGA Period” means the period from November 17, 2022 to March 4, 2025.

1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1 1.32 “PAGA Notice” means Plaintiff’s November 17, 2023 letter to LWDA and the
2 Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

3 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
4 Gross Settlement Amount (\$20,000.00), allocated 25% to the Aggrieved Employees (\$5,000.00)
5 and 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

6 1.34 “Participating Class Member” means a Class Member who does not submit a valid and
7 timely Request for Exclusion from the Class portion of the Settlement.

8 1.35 “Plaintiff” means Kyle Chase, the named plaintiff in the Action.

9 1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the
10 Settlement.

11 1.37 “Released Class Claims” means the class claims being released on the Release Effective
12 Date and as described in Paragraph 5.2 below.

13 1.38 “Released PAGA Claims” means the PAGA claims being released on the Release
14 Effective Date as described in Paragraph 5.3 below.

15 1.39 “Released Parties” means: Defendants and all of Defendants’ former and present
16 officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers,
17 predecessors, successors, owners, and assigns.

18 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be
19 excluded from the Class portion of the Settlement signed by the Class Member.

20 1.41 “Response Deadline” means forty-five (45) days after the Settlement Administrator
21 mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on
22 which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion
23 of the Settlement, (b) fax, email, or mail his or her objection to the Settlement, or (c) dispute the
24 number of Workweeks or PAGA Workweeks contained in the Class Notice. Class Members to
25 whom the Class Notice is resent after having been returned undeliverable to the Settlement
26 Administrator shall have an additional 14 calendar days beyond when the Response Deadline has
27 expired to provide an appropriate response.

28 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the
Judgment.

1 1.43 “Settlement Administrator” means Apex Class Action LLC (“Apex”), and Apex is the
2 neutral entity the Parties have agreed to appoint to administer the Settlement.

3 1.44 “Settlement Administration Costs” means the amount the Settlement Administrator will
4 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
5 accordance with the Settlement Administrator’s “not to exceed” bid the parties received from
6 Apex for \$7,000.00.

7 1.45 “Workweek” means any week during which a Class Member worked for Defendants for
8 at least a portion of one day, during the Class Period. Workweeks shall be calculated as follows:
9 total number of hours worked, divided by 6 (the average hours worked in a shift rounded), then
10 divided by 5 (number of work days in a workweek). To qualify as a Workweek, the Class Member
11 must have time worked in the week as recorded by Defendants’ time and payroll system. Time
12 paid, but not worked, such as vacation, medical leave, or any other type of unpaid time off, does
13 not qualify.

14 **2. RECITALS.**

15 2.1 On November 17, 2023, Plaintiff commenced the Action by filing a complaint alleging
16 causes of action against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay
17 Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) violation of
18 Labor Code § 226(a); (6) Violation of Labor Code § 221; (7) Violation of Labor Code § 204; (8)
19 Violation of Labor Code § 203; (9) Failure to Maintain Records Required Under Labor Code §§
20 1174, 1174.5; (10) Failure to Produce Requested Records, Labor Code §§ 226 And 1198; (11)
21 Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (12) Violation
22 of Business & Professions Code § 17200 *et seq.* On November 17, 2023, and pursuant to Labor
23 Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendants that Plaintiff
24 intended to proceed with a representative action under PAGA (LWDA-CM-995092-23). On
25 January 22, 2024 after the 65-day statutory period passed and after Plaintiff received leave to file
26 an amended complaint by the Court, Plaintiff filed his First Amended Complaint (Operative
27 Complaint), which added claims for penalties under PAGA, Labor Code §2698.
28

1 2.2 Defendants deny the allegations in the Operative Complaint, deny any failure to comply
2 with the laws identified in the Operative Complaint, and deny any and all liability for the causes
3 of action alleged.

4 2.3 On December 4, 2024, the Parties participated in a mediation presided over by mediator
5 Lou Marlin, and were able to reach an agreement on general settlement terms through a mediator's
6 proposal which the Parties accepted on December 16, 2024.

7 2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
8 of, and applicable law to, the Action, including speaking to current and former employees of
9 Defendants regarding Defendants' employment policies and practices. Prior to mediation,
10 Plaintiff also obtained and analyzed 100% sampled production of time and payroll data for Class
11 Members and the necessary policy documents through informal discovery to properly evaluate
12 the strengths and weaknesses of the claims and engage in meaningful settlement discussions.
13 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk*
14 *v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail,*
15 *Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

16 2.5 The Court has not granted class certification.

17 2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
18 any other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement.

20 3. **MONETARY TERMS.**

21 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
22 Defendants will pay \$450,000.00 ("Gross Settlement Amount") on a non-reversionary basis. The
23 Gross Settlement Amount does not include employer payroll taxes owed on the Wage Portion of
24 the Individual Class Payments, which Defendants will pay separately.

25 3.2 Payments from the Gross Settlement Amount. Subject to the terms and conditions of this
26 Agreement, the Settlement Administrator will make and deduct the following payments from the
27 Gross Settlement Amount in the amounts specified by the Court in the Final Approval:

28 3.2.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the
Class Representative, Kyle Chase, of not more than \$10,000.00 (Ten Thousand Dollars and Zero

1 Cents) in addition to any Individual Class Payment and any Individual PAGA Payment the Class
2 Representative is entitled to receive as a Participating Class Member. Defendants will not oppose
3 Plaintiff's request for a Class Representative Enhancement Award that does not exceed this
4 amount. As part of the motion for the Class Counsel Fees Payment and Class Counsel Litigation
5 Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement
6 Award. If the Court approves a Class Representative Enhancement Award less than the amount
7 requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount
8 to be distributed to Participating Class Members. The Settlement Administrator will pay the Class
9 Representative Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility
10 and liability for employee taxes owed on the Class Representative Enhancement Award.

11 3.2.2 To Class Counsel: A Class Counsel Fees Payment of one-third of the Gross
12 Settlement Amount, which is currently estimated to be \$150,000.00, and a Class Counsel
13 Litigation Expenses Payment for actual costs incurred, which is currently estimated not to exceed
14 \$20,000.00. Defendants will not oppose requests for these payments. Plaintiff and/or Class
15 Counsel will file a motion requesting Class Counsel Fees Payment and Class Counsel Litigation
16 Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval Hearing, or
17 as otherwise ordered by the Court. If the Court approves a Class Counsel Fees Payment and/or a
18 Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement
19 Administrator will allocate the remainder to the Net Settlement Amount for distribution to
20 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
21 other Plaintiff's counsel arising from any claim to any portion of Class Counsel Fees Payment
22 and/or Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the
23 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more
24 IRS 1099 Forms.

25 3.2.3 To the Settlement Administrator: A Settlement Administration Costs payment not
26 to exceed \$7,000.00 except for a showing of good cause and as approved by the Court. To the
27 extent the Settlement Administration Costs are less, or the Court approves payment of less than
28 \$7,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount
to be distributed to Participating Class Members.

1 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
2 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
3 Participating Class Members during the Class Period, and (b) multiplying the result by each
4 individual Participating Class Member's Workweeks.

5 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating
6 Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion").
7 The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80%
8 of each Participating Class Member's Individual Class Payment will be allocated to interest and
9 penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings
10 and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility
11 and liability for any employee taxes owed on their Individual Class Payment.

12 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual
13 Class Payments. Non-Participating Class Members will not receive any Individual Class
14 Payments. The Settlement Administrator will retain amounts equal to their Individual Class
15 Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro*
16 *rata* basis.

17 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
18 \$20,000.00 will be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to
19 the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.
20 Aggrieved Employees cannot opt out of the PAGA portion of the Settlement.

21 3.2.5.1 The Settlement Administrator will calculate each Individual PAGA
22 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
23 of \$5,000.00 by the total number of PAGA Workweeks worked by all Aggrieved Employees
24 during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's
25 PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes
26 owed on their Individual PAGA Payment.

27 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
28 the Settlement Administrator will allocate the remainder to the Net Settlement Amount to be

1 distributed to Participating Class Members. The Settlement Administrator will report the
2 Individual PAGA Payments on IRS 1099 Forms.

3 **4. SETTLEMENT FUNDING AND PAYMENTS.**

4 4.1 Workweeks and PAGA Workweeks. Defendants estimate that there are **240** Class
5 Members who collectively worked a total of **21,339.1** Workweeks during the Class Period, and
6 **151** Aggrieved Employees who worked a total of **9,871.5** PAGA Workweeks during the PAGA
7 Period.

8 4.2 Class Data. Not later fourteen (14) days after the Court grants Preliminary Approval of
9 the Settlement, Defendants will deliver the Class Data to the Settlement Administrator, in the
10 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Settlement
11 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
12 of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement
13 Administrator employees who need access to the Class Data to effect and perform under this
14 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers
15 that the Class Data omitted class member identifying information and to provide corrected or
16 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by
17 which Defendants must send the Class Data to the Settlement Administrator, the Parties and their
18 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
19 issues related to missing or omitted Class Data.

20 4.3 Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross
21 Settlement Amount and the amounts necessary to fully pay Defendants' share of payroll taxes by
22 transmitting the funds due to the Settlement Administrator no later than fourteen (14) days after
23 the Effective Date.

24 4.4 Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross
25 Settlement Amount by the deadline set forth in Paragraph 4.3 and pursuant to the Settlement
26 Administrator's payment timeline, and such failure continues for more than thirty (30) days after
27 written notice from the Settlement Administrator of such failure, then the unpaid portion of the
28 Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage
under California law. Any such interest accrued will be distributed *pro rata* to the Participating

1 Class Members or otherwise as the Court directs. Defendants shall have no power over transferred
2 funds, or to alter the schedule set forth in Paragraph 4.3 of this Agreement, absent Court order.
3 Any dispute between the Parties as to the meaning and/or application of Paragraph 4.3 will be
4 submitted to the Court. No interest will accrue during the time that any Paragraph 4.3 issue is
5 submitted to and is before the Court.

6 4.5 Payments from the Gross Settlement Amount. Within fourteen (14) days after
7 Defendants fully fund the Gross Settlement Amount, the Settlement Administrator will mail
8 checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
9 Payment, the Settlement Administration Costs, the Class Counsel Fees Payment, the Class
10 Counsel Litigation Expenses Payment, and the Class Representative Enhancement Award.

11 4.5.1 The Settlement Administrator will issue checks for the Individual Class Payments
12 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail.
13 The face of each check shall prominently state the date (180 days after the date of mailing) when
14 the check will be voided (“Void Date”). The Settlement Administrator will cancel all checks not
15 cashed by the Void Date. The Settlement Administrator will send checks for Individual Class
16 Payments to all Participating Class Members (including those for whom the Class Notice was
17 returned undelivered). The Settlement Administrator will send checks for Individual PAGA
18 Payments to all Aggrieved Employees including Non-Participating Class Members who qualify
19 as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The
20 Settlement Administrator may send Participating Class Members a single check combining the
21 Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the
22 Settlement Administrator must update the recipients’ mailing addresses using the National
23 Change of Address Database.

24 4.5.2 The Settlement Administrator must conduct a Class Member Address Search for all
25 Class Members whose checks are returned undelivered without a USPS forwarding address.
26 Within seven (7) days of receiving a returned check, the Settlement Administrator must re-mail
27 checks to the USPS forwarding address provided or to an address ascertained through the Class
28 Member Address Search. The Settlement Administrator need not take further steps to deliver
checks to Class Members whose re-mailed checks are returned as undelivered. The Settlement

1 Administrator shall promptly send a replacement check to any Class Member whose original
2 check was lost or misplaced, requested by the Class Member prior to the void date.

3 4.5.3 For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and canceled after the Void Date, the Settlement Administrator shall
5 transmit the funds represented by such checks to the California Controller's Unclaimed Property
6 Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
7 requirements of California Code of Civil Procedure Section 384, subd. (b).

8 4.5.4 The payment of Individual Class Payments and Individual PAGA Payments shall
9 not obligate Defendants to confer any additional benefits or make any additional payments to
10 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
11 Agreement.

12 5. **RELEASES OF CLAIMS**. Upon the Effective Date and the date Defendants fully fund the
13 Gross Settlement Amount, Plaintiff, Class Members, and Aggrieved Employees will release
14 claims against all Released Parties as follows:

15 5.1 **Plaintiff's Release**. Plaintiff and his respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
17 releases and discharges Released Parties from all claims, transactions, or occurrences up to the
18 date of Plaintiff's execution of this Agreement, including, but not limited to: (a) all claims that
19 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
20 Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts
21 contained in the Operative Complaint and the PAGA Notice; (c) any claims arising out of his
22 employment by Defendants ("Plaintiff's Release"). Plaintiff's Release does not extend to any
23 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
24 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at
25 any time, or to any claims arising after the date of Plaintiff's execution of this Agreement. Plaintiff
26 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
27 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
28 Release shall be and remain effective in all respects, notwithstanding such different or additional
facts or Plaintiff's discovery of them.

1 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
4 which reads:

5 A general release does not extend to claims that the creditor or releasing party does
6 not know or suspect to exist in his or her favor at the time of executing the release,
7 and that if known by him or her would have materially affected his or her settlement
8 with the debtor or Released Party.

9 5.2 Release by Participating Class Members: All Participating Class Members, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, release the Released Parties from all claims alleged or
12 which could have reasonably been alleged based on the facts alleged in the Operative Complaint
13 ("Released Class Claims"). The Released Class Claims are those that accrued during the Class
14 Period.

15 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on
16 behalf of themselves and their respective former and present representatives, agents, attorneys,
17 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil
18 penalties that were alleged or reasonably could have been alleged based on the facts stated in the
19 Operative Complaint and the PAGA Notice ("Released PAGA Claims"). The Released PAGA
20 Claims are those that accrued during the PAGA Period.

21 6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for
22 preliminary approval ("Motion for Preliminary Approval").

23 6.1 Defendants' Statement of Non-Opposition in Support of Preliminary Approval.
24 Defendants may file a statement of non-opposition in support of preliminary approval to be filed
25 with or after the Motion for Preliminary Approval documents.

26 6.2 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining
27 Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the
28 Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*
and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699,

1 subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice;
2 (iv) a signed declaration from the Settlement Administrator attaching its “not to exceed” bid for
3 administering the Settlement and attesting to its willingness to serve; competency; operative
4 procedures for protecting the security of Class Data; all facts relevant to any actual or potential
5 conflicts of interest with Class Members; and the nature and extent of any financial relationship
6 with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff
7 confirming willingness and competency to serve and disclosing all facts relevant to any actual or
8 potential conflicts of interest with Class Members, and/or the Settlement Administrator; (vi) a
9 signed declaration from Class Counsel firm attesting to its competency to represent the Class
10 Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
11 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section
12 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vii) all facts
13 relevant to any actual or potential conflict of interest with Class Members, and/or the Settlement
14 Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
15 of any other pending matter or action asserting claims that will be extinguished or adversely
16 affected by the Settlement.

17 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
18 for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will obtain a
19 prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary
20 Approval no later than 16 (sixteen) court days before the hearing, unless otherwise ordered by the
21 Court, and deliver the Court’s Preliminary Approval to the Settlement Administrator.

22 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
25 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
26 Preliminary Approval or conditions Preliminary Approval on any material change to this
27 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
28 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
otherwise satisfy the Court’s concerns.

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1 Selection of Settlement Administrator. The Parties have jointly selected Apex Class
3 Action LLC to serve as the Settlement Administrator and verified that, as a condition of
4 appointment, the Settlement Administrator agrees to be bound by this Agreement and to perform,
5 as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement
6 Administration Costs. The Parties and their Counsel represent that they have no interest or
7 relationship, financial or otherwise, with the Settlement Administrator other than a professional
8 relationship arising out of prior experiences administering settlements.

9 7.2 Employer Identification Number. The Settlement Administrator shall have and use its
10 own employer identification number for purposes of calculating payroll tax withholdings and
11 providing reports to state and federal tax authorities.

12 7.3 Qualified Settlement Fund. The Settlement Administrator shall establish a settlement
13 fund that meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury
14 Regulation section 468B-1 for the funding of the Gross Settlement Amount. Any interest that
15 accrues on the Gross Settlement Amount sums paid into the QSF prior to distribution by the
16 Settlement Administrator will become part of the Net Settlement Amount for distribution to
17 Participating Class Members. The QSF will be fully funded in one payment as addressed above.

18 7.4 Notice to Class Members.

19 7.4.1 No later than five (5) days after receipt of the Class Data, the Settlement
20 Administrator shall notify Class Counsel that the list has been received and state the number of
21 Class Members, Aggrieved Employees, Workweeks, and PAGA Workweeks in the Class Data.

22 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
23 (fourteen) days after receiving the Class Data, the Settlement Administrator will send to all Class
24 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
25 the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page
26 of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
27 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
28 and PAGA Workweeks used to calculate these amounts. Before mailing the Class Notice, the

1 Settlement Administrator shall update Class Member addresses using the National Change of
2 Address Database.

3 7.4.3 Not later than five (5) days after the Settlement Administrator's receipt of any Class
4 Notice returned by the USPS as undelivered, the Settlement Administrator shall re-mail the Class
5 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
6 forwarding address, the Settlement Administrator shall conduct a Class Member Address Search,
7 and re-mail the Class Notice to the most current address obtained. The Settlement Administrator
8 has no obligation to make further attempts to locate or send Class Notice to Class Members whose
9 Class Notice is returned by the USPS a second time.

10 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
11 and/or PAGA Workweeks, and Requests for Exclusion will be extended an additional fourteen
12 (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class
13 Members whose notice is re-mailed. The Settlement Administrator will inform the Class Member
14 of the extended deadline with the re-mailed Class Notice.

15 7.4.5 If the Settlement Administrator, Defendants, or Class Counsel is contacted by or
16 otherwise discovers any persons who believe they should have been included in the Class Data
17 and should have received Class Notice, the Parties will expeditiously meet and confer in person
18 or by telephone, and in good faith in an effort to agree on whether to include them as Class
19 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
20 other Class Members, and the Settlement Administrator will send, via email or overnight delivery,
21 a Class Notice requiring them to exercise options under this Agreement not later than 14
22 (fourteen) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
23 are later.

24 7.5 Requests for Exclusion (Opt-Outs).

25 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion
26 of the Settlement must send the Settlement Administrator, by fax, email, or mail, a signed written
27 Request for Exclusion not later than 45 (forty-five) days after the Settlement Administrator mails
28 the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class Notice is
re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that

1 reasonably communicates the Class Member's election to be excluded from the Class portion of
2 the Settlement and includes the Class Member's name, address and email address or telephone
3 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by
4 the Response Deadline.

5 7.5.2 The Settlement Administrator may not reject a Request for Exclusion as invalid
6 because it fails to contain all the information specified in the Class Notice. The Settlement
7 Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can
8 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
9 to be excluded. The Settlement Administrator's determination shall be final and not appealable
10 or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the
11 authenticity of a Request for Exclusion, the Settlement Administrator may demand additional
12 proof of the Class Member's identity. The Settlement Administrator's determination of
13 authenticity shall be final and not appealable or otherwise susceptible to challenge.

14 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
15 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
16 bound by all terms and conditions of the Settlement, including the Participating Class Members'
17 releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
18 Class Member actually receives the Class Notice or objects to the Settlement.

19 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
21 right to object to the class action components of the Settlement. Because future PAGA claims are
22 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
23 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
24 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

25 7.6 Challenges to Calculation of Workweeks and/or PAGA Workweeks. Each Class
26 Member shall have 45 (forty-five) days after the Settlement Administrator mails the Class Notice
27 (plus an additional 14 (fourteen) days for Class Members whose Class Notice is re-mailed) to
28 challenge the number of Workweeks and PAGA Workweeks allocated to the Class Member in
the Class Notice. The Class Member may challenge the allocation by communicating with the

1 Settlement Administrator via fax, email or mail. The Settlement Administrator must encourage
2 the challenging Class Member to submit supporting documentation. In the absence of any
3 contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks
4 and PAGA Workweeks contained in the Class Notice are correct so long as they are consistent
5 with the Class Data. The Settlement Administrator's determination of each Class Member's
6 allocation of Workweeks and/or PAGA Workweeks shall be final and not appealable or otherwise
7 susceptible to challenge. The Settlement Administrator shall promptly provide copies of all
8 challenges to the calculation of Workweeks and/or PAGA Workweeks to Defense Counsel and
9 Class Counsel and the Settlement Administrator's determination of the challenges.

10 7.7 Objections to Settlement.

11 7.7.1 Only Participating Class Members may object to the class action components of the
12 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
13 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment, and/or Class Representative Enhancement Award.

15 7.7.2 Participating Class Members may send written objections to the Settlement
16 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
17 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
18 Hearing. A Participating Class Member who elects to send a written objection to the Settlement
19 Administrator must do so not later than 45 (forty-five) days after the Settlement Administrator's
20 mailing of the Class Notice (plus an additional 14 (fourteen) days for Class Members whose Class
21 Notice was re-mailed).

22 7.7.3 Non-Participating Class Members have no right to object to any of the class action
23 components of the Settlement.

24 7.8 Settlement Administrator Duties. The Settlement Administrator has a duty to perform or
25 observe all tasks to be performed or observed by the Settlement Administrator contained in this
26 Agreement or otherwise.

27 7.8.1 Website, Email Address and Toll-Free Number. The Settlement Administrator will
28 establish, maintain and use an internet website to post information of interest to Class Members
including the date, time and location for the Final Approval Hearing and copies of the Agreement;

1 Motion for Preliminary Approval; Preliminary Approval; Class Notice; Motion for Final
2 Approval; motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
3 and Class Representative Enhancement Award; the Final Approval; and the Judgment. The
4 Settlement Administrator will also maintain and monitor an email address and a toll-free
5 telephone number to receive Class Member calls, faxes and emails.

6 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Settlement
7 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
8 validity. Not later than five (5) days after the expiration of the deadline for submitting Requests
9 for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense
10 Counsel containing (a) the names and other identifying information of Class Members who have
11 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
12 identifying information of Class Members who have submitted invalid Requests for Exclusion;
13 (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

14 7.8.3 Weekly Reports. The Settlement Administrator must, on a weekly basis, provide
15 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
16 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion
17 (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA
18 Workweeks received and/or resolved, and checks mailed for Individual Class Payments and
19 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Settlement
20 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
21 Requests for Exclusion and objections received.

22 7.8.4 Workweek and/or PAGA Workweek Challenges. The Settlement Administrator has
23 the authority to address and make final decisions consistent with the terms of this Agreement on
24 all Class Member challenges over the calculation of Workweeks and/or PAGA Workweeks. The
25 Settlement Administrator’s decision shall be final and not appealable or otherwise susceptible to
26 challenge.

27 7.8.5 Settlement Administrator’s Declaration. Not later than 14 (fourteen) days before the
28 date by which Plaintiff is required to file the Motion for Final Approval, the Settlement
Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable

1 for filing in Court attesting to its due diligence and compliance with all of its obligations under
2 this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices
3 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
4 total number of Requests for Exclusion it received (both valid or invalid), the number of written
5 objections, and attach the Exclusion List. The Settlement Administrator will supplement its
6 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
7 for filing the Settlement Administrator's declaration(s) in Court.

8 7.8.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Settlement
9 Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator
10 will provide Class Counsel and Defense Counsel with a final report detailing its disbursements
11 by employee identification number only of all payments made under this Agreement. At least 15
12 (fifteen) days before any deadline set by the Court, the Settlement Administrator will prepare, and
13 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court
14 attesting to its disbursement of all payments required under this Agreement. Class Counsel is
15 responsible for filing the Settlement Administrator's declaration in Court.

16 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Defendants estimated that 236
17 Class Members collectively worked a total of 24,000 Workweeks from November 17, 2019, to
18 December 4, 2024. If the total number of Workweeks during the Class Period is more than 10%
19 higher (i.e., more than 26,400 Workweeks), then the Gross Settlement Amount is to be increased
20 proportionally by the Workweeks worked in excess of 26,400 Workweeks multiplied by the per
21 Workweek value. For example, if the total Workweeks for the applicable period are 26,640,
22 representing an 11% increase in the number of Workweeks, then the Gross Settlement Amount
23 will increase by 1%. If this provision is triggered, the Parties agree that the portion of the Gross
24 Settlement Amount allocated to attorneys' fees will increase proportionally such that the total
25 amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward
26 adjustment required by this provision is implemented. In the alternative, Defendants may elect to
27 modify the end date of the Class Period and PAGA period such that the end of the Class Period
28 and PAGA Period results in a Workweek count that does not exceed 26,400.

1 9. **DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
2 identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members,
3 Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree
4 that, if Defendants withdraw, the Settlement shall be *void ab initio*, have no force or effect
5 whatsoever, and that neither Party will have any further obligation to perform under this
6 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
7 Administration Costs incurred to that point. Defendants must notify Class Counsel and the Court
8 of its election to withdraw not later than seven (7) days after the Settlement Administrator sends
9 the final Exclusion List to Defense Counsel; late elections will have no effect.

10 10. **MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before the
11 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in
12 Court, a Motion for Final Approval of the Settlement that includes a request for approval of the
13 PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final
14 Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

15 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
16 by a Participating Class Member, including the right to file responsive documents in Court no
17 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
18 accepted by the Court.

19 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
20 Approval on any material change to the Settlement (including, but not limited to, the scope of
21 release to be granted by Class Members), the Parties will expeditiously work together in good
22 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
23 Approval. The Court’s decision to award less than the amounts requested for the Class
24 Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation
25 Expenses Payment, and/or Settlement Administration Costs shall not constitute a material
26 modification to the Agreement within the meaning of this paragraph.

27 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
28 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of

1 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
2 and (iii) addressing such post-Judgment matters as are permitted by law.

3 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
4 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
5 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
6 counsel, and all Participating Class Members who did not object to the Settlement as provided in
7 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
8 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
9 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
10 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
11 obligations to perform under this Agreement will be suspended until such time as the appeal is
12 finally resolved and the Judgment becomes final.

13 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
14 reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material
15 modification of this Agreement (including, but not limited to, the scope of release to be granted
16 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
17 expeditiously work together in good faith to address the appellate court's concerns and to obtain
18 Final Approval and Judgment, sharing, on a 50-50 basis, any additional Settlement
19 Administration Costs reasonably incurred after remittitur. An appellate decision to vacate,
20 reverse, or modify the Court's award of the Class Representative Enhancement Award, Class
21 Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a
22 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
23 Settlement Amount remains unchanged.

24 11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil
25 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
26 judgment.

27 12. **ADDITIONAL PROVISIONS**.

28 12.1 No Admission of Liability, Class Certification or Representative Manageability for
Other Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 Defendants that any of the allegations in the Operative Complaint has merit or that Defendants
3 have any liability for any claims asserted; nor should it be intended or construed as an admission
4 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
5 certification and representative treatment is for purposes of this Settlement only. If, for any
6 reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
7 Defendants reserve the right to contest certification of any class for any reason, Defendants
8 reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move
9 for class certification on any grounds available and to contest Defendants' defenses. The
10 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
11 and will not be admissible in connection with, any litigation (except for proceedings to enforce
12 or effectuate the Settlement and this Agreement).

13 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and
14 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they
15 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person
16 to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
17 specifically or generally, to any person, corporation, association, government agency, or other
18 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
19 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to
20 report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or
21 (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
22 Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or
23 subpoena seeking such information. This paragraph does not restrict Class Counsel's
24 communications with Class Members in accordance with Class Counsel's ethical obligations
25 owed to Class Members.

26 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability

1 to communicate with Class Members in accordance with Class Counsel's ethical obligations
2 owed to Class Members.

3 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
9 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
10 its terms, and to execute any other documents reasonably required to effectuate the terms of this
11 Agreement including any amendments to this Agreement.

12 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Agreement, submitting supplemental evidence and supplementing points and authorities as
15 requested by the Court. In the event the Parties are unable to agree upon the form or content of
16 any document necessary to implement the Settlement, or on any modification of the Agreement
17 that may become necessary to implement the Settlement, the Parties will seek the assistance of
18 mediator Lou Marlin for resolution.

19 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

27 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed by all Parties or their
representatives, and approved by the Court.

1 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the State of California, without
5 regard to conflict of law principles.

6 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
7 of this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
15 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 12.16 Notice. All notices, demands, or other communications between the Parties in
19 connection with this Agreement will be in writing and deemed to have been duly given as of the
20 third business day after mailing by United States mail, or the day sent by email or messenger,
21 addressed as follows:

22
23 To Plaintiff:

24 D.LAW, INC.
25 Emil Davtyan
26 emil@d.law
27 David Yeremian
28 d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
Enoch J. Kim
e.kim@d.law
Arianna Razi
a.razi@d.law

1 450 N. Brand Blvd., Suite 840
2 Glendale, CA 91203
3 Telephone: (818) 962-6465
4 Fax: (818) 962-6469

5 To Defendants:

6 STACEY COOPER LAW P.C.
7 Stacey M. Cooper
8 stacey@cooperlawpc.com
9 888 Prospect Street, Suite 200
10 La Jolla, CA 92037
11 Telephone: (619) 673-5022

12 12.17 Execution in Counterparts. This Agreement may be executed in one or more
13 counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this
14 Agreement shall be accepted as an original. All executed counterparts and each of them will be
15 deemed to be one and the same instrument if counsel for the Parties will exchange between
16 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
17 the existence and contents of this Agreement.

18 12.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
19 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
20 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
21 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

22 12.19 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
23 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
24 Defendants in connection with the mediation, other settlement negotiations, or in connection with
25 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may
26 not be used in any way that violates any existing contractual agreement, statute, or rule of court.
27 Not later than 90 (ninety) days after the date when the Court discharges the Settlement
28 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
Defendants unless, prior to the Court's discharge of the Settlement Administrator's obligation,
Defendants makes a written request to Class Counsel for the return, rather than the destructions,
of Class Data.

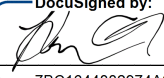
1 12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents, so as to define all provisions of this Agreement
4 valid and enforceable.

5 12.21 Severability. In the event that one or more of the provisions contained in this
6 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
7 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
8 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
9 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
10 provision had never been included in this Agreement.

11
12 IT IS SO AGREED.

13
14 By the Parties:

15
16 DATED: 1/5/2026

DocuSigned by:

7BC1644882974A6...

17 Plaintiff Kyle Chase

18 DATED: _____

19 Defendant Allied Gardens Towing, Inc.

20 By: _____

21 Position: _____

22
23 DATED: _____

24 Defendant RoadOne West, Inc.

25 By: _____

26 Position: _____

1 12.20 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
2 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
3 possible consistent with applicable precedents, so as to define all provisions of this Agreement
4 valid and enforceable.

5 12.21 Severability. In the event that one or more of the provisions contained in this
6 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
7 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
8 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
9 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
10 provision had never been included in this Agreement.

11
12 IT IS SO AGREED.

13
14 By the Parties:

15
16 DATED: _____

Plaintiff Kyle Chase

17
18 DATED: _____



Defendant Allied Gardens Towing, Inc.

By: BRAD RAMSEY
Position: VICE PRESIDENT

19
20
21
22
23 DATED: _____



Defendant RoadOne West, Inc.

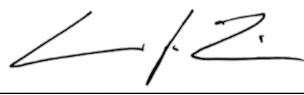
By: Dale Wineteer
Position: President

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Approved by counsel:

DATED: January 5, 2026

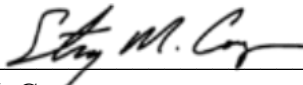
D.LAW, INC.

BY: 

Emil Davtyan
David Yeremian
Alvin Lindsay
Enoch J. Kim
Arianna Razi
Counsel for Plaintiff Kyle Chase

DATED: January 15, 2026

STACEY COOPER LAW P.C.

BY: 

Stacey M. Cooper
Attorneys for Defendants Allied Gardens Towing, Inc.
And RoadOne West, Inc.