

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHEZARE CHAVERS, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

SOUTHWEST MOBILE STORAGE, INC., an
Arizona corporation; and DOES 1 through 50,
inclusive,,

Defendants.

Case No.: CIVSB2402931

*Assigned for All Purposes to: Hon. Carlos
Cabrera, Dept. S-24*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: March 13, 2024
Trial Date: Not Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Chezare Chavers individually and on behalf of the Class and as a Private Attorney General and Defendant Southwest Mobile Storage, Inc.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Protection Law Group, LLP.

5. “Class List” means a complete list of all Class Members that Defendant will promptly and in good faith compile from their records and provide to the Settlement Administrator fourteen (14) days after Preliminary Approval of this Settlement. The Class List will be created in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of this Settlement.

1 6. “Class” or “Class Members” means all current and former non-exempt employees
2 who worked for Defendant within the State of California at any time during the Class Period.

3 7. “Class Period” means the period from March 13, 2020, through December 31,
4 2025.

5 8. “Class Representative” means Plaintiff Chezare Chavers in his capacity as
6 representative of the Participating Class Members.

7 9. “Class Representative Enhancement Payment” means the amount that the Court
8 authorizes to be paid to Plaintiff, in addition to his Individual Settlement Payments, in recognition
9 of the efforts and risks he has taken in assisting with the prosecution of the Actions and in exchange
10 for the General Release of his claims as provided herein.

11 10. “Court” means the Superior Court of the State of California for the County of
12 Orange.

13 11. “Defendant” means Southwest Mobile Storage, Inc.

14 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
15 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
16 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any
17 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that
18 does not alter the terms of the settlement.

19 13. “Final Approval” means the Court entering an order granting final approval of the
20 Settlement Agreement.

21 14. “Gross Settlement Amount” means the sum of Four Hundred and Fifty Thousand
22 Dollars (\$450,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross
23 Settlement Amount will return to Defendant.

24 15. “Individual Settlement Payment” means the amount payable from the Net
25 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
26 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
27 Payments shall be paid by a Settlement Check made payable to Participating Class Members
28 and/or PAGA Members.

1 16. “Net Settlement Amount” means the funds available for payments to the Class,
2 which shall be the amount remaining after the following amounts are deducted from the Gross
3 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
4 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
5 PAGA Payment to the LWDA and PAGA Members.

6 17. “Notice” means the Notice of Class Action Settlement in a form substantially
7 similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’ last known
8 addresses and which will provide Class Members with information regarding the Actions and
9 information regarding the settlement of the Action.

10 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
11 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

12 19. “PAGA Pay Period” means any Pay Period during which a PAGA Member worked
13 for Defendant for at least one day during the PAGA Period.

14 20. “PAGA Payment” means the amount that the Parties have agreed to allocate in order
15 to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
16 *et seq.*)(“PAGA”). The Parties have agreed that Twenty-Five Thousand Dollars (\$25,000.00) of
17 the Gross Settlement Amount will be allocated to the resolution of Plaintiff’s PAGA Claims.
18 Seventy-Five Percent (75%) of this amount (\$18,750.00) will be paid to the California Labor and
19 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty-Five
20 Percent (25%) of this amount (\$6,250.00), will be distributed to PAGA Members on a *pro rata*
21 basis, based on the total number of Pay Periods worked by each PAGA member during the PAGA
22 Period. PAGA Members will receive payment from the employee portion of the PAGA Payment
23 regardless of their decision to participate in the class action if the PAGA Payment is approved by
24 the Court.

25 21. “PAGA Period” means the period from March 13, 2023, through December 31,
26 2025.

27 22. “PAGA Members” means all current and former non-exempt employees that
28 worked for Defendant within the state of California at any time during the PAGA Period.

23. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

24. “Participating Class Members” means all Class Members who do not submit valid and timely Requests for Exclusion.

25. “Plaintiff” means Chezare Chavers.

26. “Preliminary Approval” means the Court order granting preliminary approval of the Settlement Agreement.

27. “Objection” means a Participating Class Member’s valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. “Released Class Claims” means claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint including factual claims regarding Defendant’s alleged: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest or recovery periods or compensation in lieu thereof; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to provide timely pay wages during employment; (vii) failure to reimburse necessary business-related expenses; and (viii) unfair business practices related to the alleged Labor Code violations, the Industrial Welfare Commission Wage Orders, including inter alia, Wage Order 4-2001, interest and costs in connection therewith.

29. “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were or could have been premised on the facts alleged in operative complaint, and Plaintiff’s Amended PAGA Letter to the LWDA (LWDA-CM-1016396-24), including, but not limited to, penalties that could have been awarded pursuant to Labor Code sections 201, 202 203, 204, 210, 226, 226(a), 226.3, 226.7, 227.3, 246-248, 432.5, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5 1199, 2350, 2800,

2802, 2699, 6300, 6310, 6400, 6712 and California Code of Regulations Title 8 section 3457 and 3395.

30. “Released Parties” means Defendant and its related entities, directors, members, investors, owners, officers, attorneys, employees, agents, insurers, predecessors, and successors in interest, subsidiaries, and affiliates, and any other entities that could be considered to have employed (jointly or otherwise) Plaintiffs, the Class Members, or the PAGA Members.

31. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

32. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes, will be extended fifteen (15) days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

33. “Settlement” means the disposition of the Actions pursuant to this Agreement.

34. “Settlement Administrator” means Apex Class Action LLC. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Six Thousand Nine Hundred and Ninety Dollars (\$6,990.00).

36. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

TERMS OF AGREEMENT

37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

38. Potential Increase to the Gross Settlement Amount or Revision of Class/PAGA Period: Defendant has represented there are approximately 14,897 Workweeks between March 13, 2020, and October 17, 2025. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 1,489 Workweeks) Defendant shall have the

option to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%; or (2) cut off the end of the Class and PAGA Period on the date before the workweeks exceed this 10% threshold. In the event this provision is triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to sending Notice to the proposed settlement class.

39. Funding of the Gross Settlement Amount: Within twenty-one (21) days of the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) days of the Effective Date.

40. Distribution of the Gross Settlement Amount: Within seven (7) days of the funding of the Settlement, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payment; (d) Class Counsel’s Fees and Costs and (e) Settlement Administration Costs.

41. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys’ fees of not more than one-third of the Gross Settlement Amount i.e. One Hundred and Fifty Thousand Dollars (\$150,000.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Enhancement Payment of Ten Thousand Dollars (\$10,000.00). The Class Representative Enhancement Payment is in exchange for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Six Thousand Nine Hundred and Ninety Dollars (\$6,990.00)

44. PAGA Payment: Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five percent (75%) of the PAGA Payment, i.e. Eighteen Thousand and Seven Hundred and Fifty Dollars (\$18,750.00), to the California Labor and Workforce Development Agency ("LWDA"). Twenty-Five Percent (25%) of this amount, i.e. Six Thousand Two Hundred and Fifty Dollars and Fifty Cents (\$6,250.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of pay periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	450,000.00
Enhancement Payments:	\$	10,000.00
Class Counsel's Fees:	\$	150,000.00
Class Counsel's Costs:	\$	30,000.00

PAGA Payment	\$	25,000.00
Settlement Administration Costs:	\$	6,990.00
Estimated Net Settlement Amount	\$	228,010.00

46. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total pay periods for all PAGA Members by adding the number of pay periods worked by each PAGA Member during the PAGA Period. The respective pay periods for each PAGA Member will then be divided by the total pay periods for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: The Class Portion of each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as

1 interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each
2 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual
3 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS
4 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
5 Settlement Administrator.

6 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
7 Participating Class Members under this Settlement, as well as any other payments made pursuant
8 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
9 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
10 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
11 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
12 affect any rights, contributions, or amounts to which any Class Members may be entitled under
13 any benefit plans.

14 48. Settlement Administration Process: The Parties agree to cooperate in the
15 administration of the Settlement and to make all reasonable efforts to control and minimize the
16 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
17 provide the following services:

- 18 a) Establish and maintain a Qualified Settlement Fund.
- 19 b) Calculate the Individual Settlement Payment each Participating Class
20 Member is eligible to receive and the portion of the PAGA Payment each
21 PAGA Member shall receive.
- 22 c) Print and mail the Notice.
- 23 d) Conduct additional address searches for mailed Notices that are returned as
24 undeliverable.
- 25 e) Process Requests for Exclusion, field inquiries from Class Members,
- 26 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and
27 1099 Tax Forms and any other filings required by any governmental taxing
28

authority.

- g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- h) Provide weekly status reports to counsel for the Parties.
- i) Post settlement documents and a notice of final judgment online at Settlement Administrator's website.
- j) Translate the Notice from English to Spanish

49. Delivery of the Class List: Within fourteen (14) days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail: Within seven (7) days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) days or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

1 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
2 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
3 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
4 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement
5 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which
6 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)
7 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to
8 the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the
9 date for the final approval hearing.

10 53. Disputed Information on Notice: Class Members will have an opportunity to
11 dispute the information provided in their Notice. To the extent Class Members dispute the number
12 of Workweeks with which they have been credited or the amount of their Individual Settlement
13 Payment, Class Members may produce evidence to the Settlement Administrator showing that
14 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
15 records will be presumed determinative. However, if a Class Member produces evidence to the
16 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
17 Member regarding the number of eligible Workweeks that should be applied and/or the Individual
18 Settlement Payment to which the Class Member may be entitled. If the Parties and the Class
19 Member do not agree, the dispute will be submitted to the Court.

20 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as
21 to the requirements listed herein, that Class Member will be given an opportunity to cure the
22 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
23 business days of receiving the defective submission to advise the Class Member that his or her
24 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
25 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) days
26 from the date of the cure letter, whichever date is later, to postmark a revised Request for
27 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
28 Settlement Administrator will have no further obligation to give notice of a need to cure. If the

revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

56. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within fourteen (14) days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the

1 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General
2 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the
3 Counsel for both Plaintiff and Defendant and noted in the proposed Judgment submitted to the
4 Court.

5 58. Objection Procedures: To object to the Settlement, a Participating Class Member
6 must postmark a valid Objection to the Settlement Administrator on or before the Response
7 Deadline. The Objection must be signed by the Participating Class Member and contain all
8 information required by this Settlement Agreement including the employees full name, address,
9 telephone number, the last four digits of their social security number and/or Employee ID number,
10 the name of the case and case number, and the specific reason including any legal grounds for the
11 Participating Class Members objection. The postmark date will be deemed the exclusive means
12 for determining that the Notice of Objection is timely. Participating Class Members who fail to
13 object in the manner specified above will be foreclosed from making a written objection, but shall
14 still have a right to appear at the Final Approval Hearing in order to have their objections heard by
15 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
16 Participating Class Members to submit written objections to the Settlement or appeal from the
17 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
18 objections to this Settlement.

19 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
20 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
21 which certifies: (a) the number of Class Members who have submitted valid Requests for
22 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
23 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
24 Administrator will provide to counsel for both Parties any updated reports regarding the
25 administration of the Settlement Agreement as needed or requested.

26 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
27 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
28 eighty (180) days. If a Participating Class Member or PAGA Member does not cash his or her

1 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to Court
2 approval, shall be distributed to the Controller of the State of California to be held pursuant to the
3 Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
4 Participating Class Members and PAGA Members who did not cash their checks until such time
5 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”
6 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
7 out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid
8 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment
9 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The
10 Individual Settlement Payments provided to Participating Class Members and to PAGA Members
11 shall prominently state the expiration date or a statement that the Settlement Check will expire in
12 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
13 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
14 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties
15 agree no unclaimed funds will result from the settlement.

16 61. Administration of Taxes by the Settlement Administrator: The Settlement
17 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
18 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
19 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible
20 for forwarding all payroll taxes and penalties to the appropriate government authorities.

21 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal
22 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
23 relying on any statement, representation, or calculation by Defendant or by the Settlement
24 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
25 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
26 described herein. Defendant’s share of any employer payroll taxes and other required employer
27 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant’s
28 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement

Amount.

63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

64. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

65. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

66. Release by the State of California and LWDA: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the LWDA

1 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge
2 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The
3 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise
4 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf
5 of the LWDA based on the same factual predicate as the Released PAGA Claims and covering the
6 same time period.

7 67. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
8 Settlement Amount, Plaintiff—on behalf of himself only—to the additional following General
9 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiff
10 hereby fully release the Released Parties from any and all Released Class Claims and Released
11 PAGA Claims and also generally release and discharge the Released Parties from any and all
12 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been
13 or could have been asserted against the Released Parties arising out of or relating to his
14 employment by Defendant or termination thereof, including but not limited to claims for wages,
15 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
16 of employment and existing as of the date of execution of this Agreement. Such claims include but
17 are not limited to any and all Released Class Claims and Released PAGA Claims and any and all
18 claims that exist, or could potentially exist whether known or unknown as of the execution of this
19 agreement under the California Civil Code including §§3287, 3336 and 3294; 12 CCR §11040; 8
20 CCR § 11060; California Code of Civil Procedure §1021.5; California common law of contract;
21 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law,
22 the Employee Retirement Income Security Act, 29 U.S.C. §§1001, et seq. (ERISA) §778.315; and
23 federal common law. In addition, Plaintiff’s General Release includes but is not limited to, all
24 currently existing, known or unknown claims for lost wages and benefits, emotional distress,
25 retaliation, restitution, penalties, punitive damages, and attorneys’ fees and costs (except those
26 provided by this Settlement Agreement) arising under federal, state, or local laws for
27 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example
28 only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the Americans with

1 Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California
2 Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release
3 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
4 restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement
5 Agreement) relating to or in any way connected with the matters referred to herein, whether or not
6 known or suspected to exist, and whether or not specifically or particularly described herein.
7 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section
8 1542, which provides:

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

15 This release specifically excludes claims for unemployment insurance, disability, social
16 security, and workers compensation (with the exception of claims arising pursuant to California
17 Labor Code Sections 132(a) and 4553) Plaintiff does not waive or release any claim which cannot
18 be waived or released by private agreement or any claims the factual basis of which arises
19 following execution of this agreement. Further, nothing in this Agreement shall prevent Plaintiff
20 from filing a charge or complaint with, or from participating in, an investigation or proceeding
21 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency
22 charged with the enforcement of any employment or other applicable laws. Plaintiff, however,
23 understands that by signing this Agreement, he waives the right to recover any damages or to
24 receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other
25 state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly
26 excluding any monetary award or other relief available from the SEC/OSHA, including an
27 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

28 68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral

reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of employment and job title. Defendant shall not refer to the Action or this Settlement

69. Nullification of Settlement Agreement: In the event that: (a) the Court does not finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this Settlement Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail to approve this settlement for any reason, the Parties agree that they will work together cooperatively in an effort to reach a settlement that may be approved by the Court.

70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Actions will result in this Settlement Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations under this Settlement Agreement and the Memorandum of Understanding being nullified and voided.

71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with

1 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
2 determine the Final Approval of the Settlement Agreement along with the amounts properly
3 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
4 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class
5 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
6 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
7 Actions, or the entry of any Order by another Court with regard to any of the Actions which has
8 the effect of modifying material terms of this Agreement or preventing the full and complete
9 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this
10 Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall
11 not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised
12 its right to rescind pursuant to the terms of this Agreement.

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

19 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
20 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
21 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

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

25 75. Amendment or Modification: This Settlement Agreement may be amended or
26 modified only by a written instrument signed by counsel for all Parties or their successors-in-
27 interest and approved by the Court.

28 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant

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

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

13 78. California Law Governs: All terms of this Settlement Agreement and Exhibits
14 hereto will be governed by and interpreted according to the laws of the State of California.

15 79. Execution and Counterparts: This Settlement Agreement is subject only to the
16 execution of all Parties. However, the Settlement Agreement may be executed in one or more
17 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
18 of the signature page, will be deemed to be one and the same instrument provided that counsel for
19 the Parties will exchange among themselves original signed counterparts.

20 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
21 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
22 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
23 litigation, taking into account all relevant factors, present and potential. The Parties further
24 acknowledge that they are each represented by competent counsel and that they have had an
25 opportunity to consult with their counsel regarding the fairness and reasonableness of this
26 Settlement.

27 81. Invalidity of Any Provision: Before declaring any provision of this Agreement
28 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible

consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

85. Captions: The captions and section numbers in this Agreement are inserted for the

1 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
2 provisions of this Agreement.

3 86. Waiver: No waiver of any condition or covenant contained in this Settlement
4 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
5 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
6 right or remedy.

7 87. Enforcement Action: In the event that one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties to enforce the provisions of this
9 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
10 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
11 and costs, including expert witness fees incurred in connection with any enforcement actions.

12 88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
13 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
14 against one Party than another merely by virtue of the fact that it may have been prepared by
15 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
16 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17 89. Representation By Counsel: The Parties acknowledge that they have been
18 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
19 and that this Agreement has been executed with the consent and advice of counsel and reviewed
20 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
21 Agreement.

22 90. All Terms Subject to Final Court Approval: All amounts and procedures described
23 in this Settlement Agreement herein will be subject to final Court approval.

24 91. Cooperation and Execution of Necessary Documents: The Parties agree to
25 cooperate to promote participation in the Settlement, and in seeking court approval of the
26 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
27 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
28 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class

1 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
2 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
3 released via this Agreement during the Settlement approval process prior to the funding of the
4 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
5 approved by the Court.

6 92. Confidentiality: The Parties and their counsel agree to keep the terms of the
7 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
8 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate
9 any contact with the press, respond to any press inquiry or have any communication with the press
10 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement
11 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by
12 law or in furtherance of business purposes, including the fulfillment of obligations stated in this
13 Settlement Agreement or limit Class Counsel's communications with the Class Members in
14 furtherance of approval of this Settlement.

15 93. Binding Agreement: The Parties warrant that they understand and have full
16 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
17 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
18 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
19 provisions that otherwise might apply under federal or state law.

20
21 [SIGNATURES ON FOLLOWING PAGE]
22
23
24
25
26
27
28

Dated: 01/21/26

PLAINTIFF

By: 
Chezare Chavers

Dated:

DEFENDANT

SOUTHWEST MOBILE STORAGE, INC.

By:

Name:

Title:

APPROVED AS TO FORM

Dated: 1/29/2026

PROTECTION LAW GROUP, LLP.

By: 
Kristy Connolly, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated:

O'HAGAN MEYER LLP

By:
Elizabeth Martin, Esq.
Attorneys for Defendant

1
2 Dated: _____
3

PLAINTIFF

4 By: _____
5 Chezare Chavers

6 Dated: 2-10-26
7

DEFENDANT

SOUTHWEST MOBILE STORAGE, INC.

8 By: *Damon Jacobson*
9
10 Name: DAMON JACOBSON
11 Title: PRES.

12 **APPROVED AS TO FORM**
13

14 Dated: _____
15

PROTECTION LAW GROUP, LLP.

16 By: _____
17 Kristy Connolly, Esq.
18 D. Luke Clapp, Esq.
19 Attorneys for Plaintiff

20 Dated: 2/12/2026
21

O'HAGAN MEYER LLP

22 By: *Elizabeth Martin*
23 Elizabeth Martin, Esq.
24 Attorneys for Defendant
25
26
27
28