

1 John G. Yslas (SBN 187324)
2 john.yslas@wilshirelawfirm.com
3 Jeffrey C. Bils (SBN 301629)
4 jeffrey.bils@wilshirelawfirm.com

WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

MICHAEL DEASY and KYLE LOUIS
MATTHEWS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

vs.

MOBILITY WORKS OF CALIFORNIA, LLC,
a California limited liability company; WMK,
LLC DBA MOBILITYWORKS, a Ohio limited
liability company; RIDE-AWAY, INC. DBA
MOBILITYWORKS, a New Hampshire
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV005712

*Assigned for all purposes to Hon. Jill H.
Talley*

**AMENDED CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

1 This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by
2 and between Plaintiffs Michael Deasy and Kyle Louis (“Plaintiffs”) and Defendant Mobility
3 Works of California, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 1. **DEFINITIONS.**

6 1.1 “Actions” means Plaintiffs’ lawsuit alleging class action wage and hour violations
7 against Defendant captioned *Deasy, et al. v. Mobility Works of California, LLC, et al.*, Case No.
8 23CV005712, filed on April 4, 2024 (“Class Action”), and Plaintiffs’ representative action
9 captioned *Deasy, et al. v. Mobility Works of California, LLC, et al.*, Case No. 24CV012416, filed
10 on June 21, 2024 (“PAGA Action”), in Sacramento County Superior Court, including anticipated
11 amendments thereto.

12 1.2 “Administrator” means Apex Class Action LLC, the neutral entity the Parties have
13 agreed to appoint to administer the Settlement.

14 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
15 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
16 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
17 Approval of the Settlement.

18 1.4 “Aggrieved Employee” means all persons who worked for any Defendant in California
19 as an hourly-paid or non-exempt employee at any time during the PAGA Period.

20 1.5 “Class” means all persons who worked for any Defendant in California as an hourly-
21 paid or non-exempt employee at any time during the Class Period.

22 1.6 “Class Counsel” means John G. Yslas and Jeffrey C. Bils of Wilshire Law Firm, PLC.

23 1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class
24 Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will
25 request approval from the Court of up to 35% of the GSA, currently \$236,250.00 (Two Hundred
26 Thirty-Six Thousand Two Hundred Fifty Dollars and Zero Cents).

27 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
28 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action,

not to exceed \$26,000.00 (Twenty-Six Thousand Dollars and Zero Cents) and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.

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

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

1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for Final Approval, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.13 “Class Period” or “Settlement Class Period” means the period from January 31, 2019 through October 18, 2025.

1.14 “Class Representative” means the named Plaintiffs Michael Deasy and Kyle Louis Matthews in the Actions.

1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment to the Class Representative for initiating the Actions and providing services in support of the Action.

1.16 “Court” means the Superior Court of California, County of Sacramento.

1.17 “Defendant” means named Defendant Mobility Works of California, LLC.

1.18 “Defense Counsel” means Evan D. Beecher of Jackson Lewis P.C.

1.19 “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no

1 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
2 one or more Participating Class Members objects to the Settlement, the day after the deadline for
3 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,
4 the day after the appellate court affirms the Judgment and issues a remittitur.

5 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

6 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
7 of the Settlement.

8 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
9 Approval of the Settlement.

10 1.23 “Gross Settlement Amount” or “GSA” means \$675,000.00 (Six Hundred Seventy-Five
11 Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the
12 Settlement, except as provided in Paragraph 8 below.

13 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
14 the Net Settlement Amount calculated according to the number of Workweeks worked during the
15 Class Period.

16 1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25%
17 of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
18 the PAGA Period.

19 1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

20 1.27 “LWDA” means the California Labor and Workforce Development Agency, the agency
21 entitled, under Labor Code section 2699, subd. (i) (2016).

22 1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
23 under Labor Code section 2699, subd. (i) (2016).

24 1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: PAGA Penalties payment, Class Representative
26 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and
27 the Administration Costs Payment. The remainder is to be paid to Participating Class Members
28 as Individual Class Payments.

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

1.31 “Operative Complaint” means the operative complaint filed in the Class Action.

1.32 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.33 “PAGA Period” means the period from April 17, 2023 through October 18, 2025.

1.34 “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, et seq.).

1.35 “PAGA Notice” means Plaintiffs’ April 17, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.36 “PAGA Penalties” means the total amount of \$67,500.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$16,875.00) to the Aggrieved Employees and 75% (\$50,625.00) to the LWDA in settlement of PAGA claims.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.38 “Plaintiffs” mean Michael Deasy and Kyle Louis Matthews, the named plaintiffs in the Actions.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42 “Released Parties” collectively means: (i) Defendant; (ii) each of Defendant’s respective past, present and future parents, subsidiaries, partners, affiliates, brands, and any affiliated and/or related corporation, limited liability company, partnership, or other business entity; (iii) their past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members (including WMK, LLC), partners, managers, contractors, agents, consultants,

representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

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

1.44 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1 On July 31, 2023, Plaintiffs filed a Class Action Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. On April 4, 2024, Plaintiffs filed a First Amended Class Action Complaint, adding Mobility Works of California, LLC as a named defendant.

2.2 On April 17, 2024, pursuant to Labor Code §2699.3, subd.(a) (2016), Plaintiffs gave notice to the LWDA and Defendant that Plaintiffs intended to proceed with a representative action under PAGA (LWDA-CM-1022941-24). On June 21, 2024, Plaintiffs filed a separate PAGA Action Complaint for penalties pursuant to Labor Code § 2699, *et seq.*, Case No. 24CV012416.

1 2.3 Defendant denies the allegations in the Action, denies any failure to comply with the
2 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
3 the Actions.

4 2.4 On August 19, 2024, the Parties participated in an all-day mediation presided over by
5 mediator Steven G. Mehta. Subsequently, the Parties agreed on general settlement terms. The
6 Parties memorialized their agreement in a Memorandum of Understanding on October 7, 2025.

7 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
8 of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a
9 representative sampling of time and payroll data for Class Members and the necessary policy
10 documents through informal discovery to properly evaluate the strengths and weaknesses of the
11 claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient
12 to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th
13 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
14 (“*Dunk/Kullar*”).

15 2.6 The Court has not granted class certification because the Parties engaged in mediation
16 before any class certification.

17 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
18 other pending matters or actions asserting claims that will be extinguished or affected by the
19 Settlement.

20 2.8 Pursuant to the the Parties stipulation to Plaintiffs to amend their complaint, Plaintiffs
21 will be filing an amended Class Action and PAGA Action complaint to address all claims raised
22 during the course of the litigation to effectuate the settlement terms under this Agreement.

23 3. **MONETARY TERMS.**

24 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
25 Defendant will pay \$675,000.00 (Six Hundred Seventy-Five Thousand Dollars and Zero Cents)
26 to fully settle, resolve, and extinguish all claims asserted in the Actions, including without
27 limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-
28 reversionary and does not include employer payroll taxes owed on the wage portions of the

1 Individual Class Payments, which Defendant will pay separately.

2 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
3 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
4 in the Final Approval:

5 3.2.1 To Plaintiffs: A payment for the Class Representative Service Payment to each
6 Plaintiff of not more than \$10,000.00 (Ten Thousand Dollars and Zero Cents) in addition to any
7 Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled
8 to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for a
9 Class Representative Service Payment that does not exceed this amount. As part of the motion
10 for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval
11 for any Class Representative Service Payment no later than sixteen (16) court days prior to the
12 Final Approval Hearing, or as otherwise ordered by the Court. If the Court approves a Class
13 Representative Service Payment less than the amount requested, the Administrator will retain the
14 remainder in the Net Settlement Amount to be distributed to Participating Class Members. The
15 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs
16 assume full responsibility and liability for employee taxes owed on the Class Representative
17 Service Payment.

18 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
19 Gross Settlement Amount, which is currently estimated to be \$236,250.00 (Two Hundred Thirty-
20 Six Thousand Two Hundred Fifty Dollars and Zero Cents) and a Class Counsel Litigation
21 Expenses Payment for actual costs, not to exceed \$26,000.00 (Twenty-Six Thousand Dollars and
22 Zero Cents). Defendant will not oppose requests for these payments. Plaintiffs and/or Class
23 Counsel will file a motion for Class Counsel Fees and Litigation Expenses Payment no later than
24 sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by the Court.
25 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses
26 Payment less than the amounts requested, the Administrator will allocate the remainder to the Net
27 Settlement Amount for distribution to Participating Class Members. Released Parties shall have
28 no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion

of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed \$6,990.00 (Six Thousand Nine Hundred Ninety Dollars and Zero Cents) except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than \$6,990.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

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

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to the Settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest, reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

1 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
2 \$67,500.00 (Sixty-Seven Thousand Five Hundred Dollars and Zero Cents) to be paid from the
3 Gross Settlement Amount, with 75% (\$50,625.00) allocated to the LWDA PAGA Payment and
4 25% (\$16,875.00) allocated to the Individual PAGA Payments.

5 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
6 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$16,875.00
7 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
8 PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA
9 Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
10 their Individual PAGA Payment.

11 3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested,
12 the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to
13 Participating Class Members. The Administrator will report the Individual PAGA Payments on
14 IRS 1099 Forms.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
17 records, Defendant represents there are 239 Class Members who collectively worked a total of
18 21,722 workweeks and 5,243 Pay Periods from January 31, 2019 to August 19, 2025.

19 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of
20 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
21 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
22 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
23 and for no other purpose, and restrict access to the Class Data to Administrator employees who
24 need access to the Class Data to effect and perform under this Agreement. Defendant has a
25 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
26 class member identifying information and to provide corrected or updated Class Data as soon as
27 reasonably feasible. Without any extension of the deadline by which Defendant must send the
28 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,

1 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
2 Data.

3 4.3 Funding of Gross Settlement Amount. Defendant, on behalf of the Released Parties,
4 will pay to the Settlement Administrator fifty percent (50%) of the Gross Settlement Amount
5 within (60) calendar days following the Court's final approval effective date of the Settlement (if
6 final approval occurs without objectors or after the 60-day appeal period has expired without
7 appeals or challenges if any objections are not withdrawn on the record at final approval) or on
8 September 19, 2026, whichever is later. Defendant, on behalf of the Released Parties, will pay
9 the remaining fifty percent (50%) of the Gross Settlement Amount on or before February 1, 2027.

10 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully
11 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
12 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs
13 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
14 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the
15 Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall
16 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

17 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
18 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
19 face of each check shall prominently state the date (180 days after the date of mailing) when the
20 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
21 Void Date. The Administrator will send checks for Individual Settlement Payments to all
22 Participating Class Members (including those for whom the Class Notice was returned
23 undelivered). The Administrator will send checks for Individual PAGA Payments to all
24 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
25 Employees (including those for whom Class Notice was returned undelivered). The Administrator
26 may send Participating Class Members a single check combining the Individual Class Payment
27 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
28 must update the recipients' mailing addresses using the National Change of Address Database.

1 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
2 Members whose checks are returned undelivered without USPS forwarding address. Within seven
3 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
4 forwarding address provided or to an address ascertained through the Class Member Address
5 Search. The Administrator need not take further steps to deliver checks to Class Members whose
6 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
7 replacement check to any Class Member whose original check was lost or misplaced, requested
8 by the Class Member prior to the Void Date.

9 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
10 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the
11 funds represented by such checks to Bridge to Mobility, the Parties' mutually agreed-upon cy
12 pres recipient, pursuant to Code of Civil Procedure section 284(b), and as approved by the Court.

13 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
14 not obligate Defendant to confer any additional benefits or make any additional payments to Class
15 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

16 5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross
17 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
18 Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all
19 Released Parties as follows:

20 5.1 **Plaintiffs' Release.** Plaintiffs discharge Released Parties from all claims, transactions, or
21 occurrences, that occurred during the Class Period and their employment, including all claims
22 that were, or reasonably could have been, alleged, based on the facts contained in the Operative
23 Complaint; as well as any claims under the Fair Employment and Housing Act, Americans with
24 Disabilities Act, Title VII of the Civil Rights Act of 1964, the California Labor Code, or based
25 on tort or contract, and all equivalent claims under federal law ("Plaintiffs' Release"). Plaintiffs'
26 Release does not extend to any claims or actions to enforce this Agreement, or to any claims for
27 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
28 compensation benefits that arose at any time, or based on occurrences outside the Class Period.

1 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to,
2 the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that
3 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or
4 additional facts or Plaintiffs' discovery of them.

5 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
6 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights,
7 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

12 5.2 Released Class Claims: All Participating Class Members will release all claims under
13 state, federal and local law that were or could have been asserted based on the facts and allegations
14 made in the Action, and any amendments thereto, as to the Class Members, including without
15 limitation, California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 246, 510,
16 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2698, *et seq.*, 2802, California Industrial
17 Welfare Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, *et*
18 *seq.*, Business and Professions Code sections 17200, *et seq.*, Civil Code sections 1021. and
19 including all claims made in the Actions for or related to alleged unpaid wages, minimum wages,
20 hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely
21 payment of wages during employment, timely payment of wages at separation, business expenses,
22 wage statements, reporting time pay, rounding of employee timekeeping records, payroll records
23 and recordkeeping, meal periods and meal period premiums, rest breaks and rest break premiums,
24 interest, fees, costs, as well as all other claims and allegations alleged in the Actions (collectively,
25 "Released Class Claims"), during the Class Period. Expressly excluded from the release are
26 claims for retaliation, discrimination, unemployment insurance, disability, workers
27 compensation, and claims outside the Released Class Claims. The Released Class Claims are
28 those that accrued during the Class Period.

5.3 Released PAGA Claims: All Aggrieved Employees will release all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiffs as proxies for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiffs and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Actions and/or the LWDA letters, including but not limited to all claims arising under the California Labor Code including, but not limited to sections 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 216., 221, 222, 223, 226, 225.5, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245, 245.5, 246, 246.5, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1102.5, 1137, 1154, 1155, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698, *et seq.*, 2802, 2810.5, 3366, 3457, 6401, 6402, and 8397.4, California Industrial Welfare Commission Wage Orders, California Code of Regulations, Title. 8, section 11040, *et seq.*, Business and Professions Code sections 17200, *et seq.*, 16600, and 16700, Civil Code sections 1021.5 and 1786, *et seq.* based on the facts alleged in the Actions and notice to the LWDA (collectively “Released PAGA Claims”). The Settlement shall release, and bar, all Released PAGA Claims by or on behalf of Plaintiffs and all PAGA Members during the PAGA Period. PAGA Members cannot and do not have the right to opt out of the release of their PAGA claims against the Released Parties. The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Defendant’s Declaration in Support of Preliminary Approval. Prior to the filing of the Motion for Preliminary Approval, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant disclosing any interest in the Parties’ *cy pres* recipient, Bridge to Mobility.

6.2 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2))

(2016); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a) (2016)), Operative Complaint (Labor Code section 2699, subd. (l)(1) (2016)), this Agreement (Labor Code section 2699, subd. (l)(2) (2016)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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

6.4 Duty to Cooperate. Class Counsel shall provide a draft of the Motion for Preliminary Approval for comment prior to filing. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to

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

6 7.2 Employer Identification Number. The Administrator shall have and use its own
7 Employer Identification Number for purposes of calculating payroll tax withholdings and
8 providing reports to state and federal tax authorities.

9 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
10 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
11 section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into
12 the QSF prior to distribution by the Administrator will become part of the NSA for distribution
13 to Participating Class Members.

14 7.4 Notice to Class Members.

15 7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
16 shall notify Class Counsel that the list has been received and state the number of Class Members,
17 Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

18 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14
19 (fourteen) days after receiving the Class Data, the Administrator will send to all Class Members
20 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
21 Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the
22 Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
23 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
24 and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the
25 Administrator shall update Class Member addresses using the National Change of Address
26 database.

27 7.4.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
28 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice

1 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
2 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class
3 Notice to the most current address obtained. The Administrator has no obligation to make further
4 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
5 USPS a second time.

6 7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks
7 and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
8 days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members
9 whose notice is re-mailed. The Administrator will inform the Class Member of the extended
10 deadline with the re-mailed Class Notice.

11 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
12 discovers any persons who believe they should have been included in the Class Data and should
13 have received Class Notice, the Parties will expeditiously meet and confer in person or by
14 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
15 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
16 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
17 requiring them to exercise options under this Agreement not later than fourteen (14) days after
18 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

19 7.5 Requests for Exclusion (Opt-Outs).

20 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
21 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
22 later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional
23 fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion
24 is a letter from a Class Member or his/her representative that reasonably communicates the Class
25 Member's election to be excluded from the Settlement and includes the Class Member's name,
26 address and email address or telephone number. To be valid, a Request for Exclusion must be
27 timely faxed, emailed, or postmarked by the Response Deadline.

28 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails

1 to contain all the information specified in the Class Notice. The Administrator shall accept any
2 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
3 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
4 determination shall be final and not appealable or otherwise susceptible to challenge. If the
5 Administrator has reason to question the authenticity of a Request for Exclusion, the
6 Administrator may demand additional proof of the Class Member's identity. The Administrator's
7 determination of authenticity shall be final and not appealable or otherwise susceptible to
8 challenge.

9 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
10 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
11 bound by all terms and conditions of the Settlement, including the Participating Class Members'
12 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
13 Class Member actually receives the Class Notice or objects to the Settlement.

14 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
15 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
16 right to object to the class action components of the Settlement. Because future PAGA claims are
17 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
18 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
19 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

20 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
21 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for
22 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
23 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
24 may challenge the allocation by communicating with the Administrator via fax, email or mail.
25 The Administrator must encourage the challenging Class Member to submit supporting
26 documentation. In the absence of any contrary documentation, the Administrator is entitled to
27 presume that the Workweeks contained in the Class Notice are correct so long as they are
28 consistent with the Class Data. The Administrator's determination of each Class Member's

1 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
2 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the
3 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
4 Administrator's determination of the challenges.

5 **7.7 Objections to Settlement.**

6 7.7.1 Only Participating Class Members may object to the class action components of the
7 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
8 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
9 Payment and/or Class Representative Service Payment.

10 7.7.2 Participating Class Members may send written objections to the Administrator, by
11 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
12 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
13 Participating Class Member who elects to send a written objection to the Administrator must do
14 so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus
15 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

16 7.7.3 Non-Participating Class Members have no right to object to any of the class action
17 components of the Settlement.

18 **7.8 Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
19 performed or observed by the Administrator contained in this Agreement or otherwise.

20 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
21 maintain and use an internet website to post information of interest to Class Members including
22 the date, time and location for the Final Approval Hearing and copies of the Settlement
23 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
24 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
25 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
26 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
27 telephone number to receive Class Member calls, faxes and emails.

28 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will

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

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

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

7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible

1 for filing the Administrator's declaration(s) in Court.

2 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
3 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
4 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
5 identification number only of all payments made under this Agreement. At least fifteen (15) days
6 before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel
7 and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement
8 of all payments required under this Agreement. Class Counsel is responsible for filing the
9 Administrator's declaration in Court.

10 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. To negotiate this Settlement,
11 Defendant represented that there are 239 putative Class Members, who have worked 21,722
12 workweeks from January 31, 2019 to August 19, 2025. The Parties further agree that if the final
13 workweeks from January 31, 2019 to August 19, 2025, which formed the basis of the Settlement,
14 increases by more than ten percent (10%) above 21,722 workweeks (i.e., to greater than 23,894
15 workweeks), Defendant may in their sole discretion elect to either (1) increase the Gross
16 Settlement Amount by the proportional amount for the percentage of workweeks above ten
17 percent (10%) (i.e., by the percentage of workweeks above 21,722 workweeks); or (2) end the
18 Class Period at the point where workweeks do not exceed 23,894. For example, if the final number
19 of total workweeks increases by 15% over 21,722 workweeks, the Gross Settlement Amount will
20 increase by 5%. If this provision is triggered, and Defendant elects to increase the Gross
21 Settlement Amount by the proportional amount for the percentage of workweeks above ten
22 percent, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys'
23 fees will increase proportionally such that the total amount of attorneys' fees remains 35 percent
24 of the Gross Settlement Amount after the upward adjustment required by this provision is
25 implemented. Defendant shall verify the total workweeks and select an option prior to the filing
26 for preliminary approval. To the extent the Class Period is ended on a particular date under (2),
27 the end of the PAGA Claim Period shall be similarly shortened to have the same ending date..
28

1 9. **DEFENDANT’S RIGHT TO WITHDRAW.** Defendant represents, as of the date of this
2 Settlement Agreement, there are 239 Class Members. If the number of valid Requests for
3 Exclusion identified in the Exclusion List is greater than 10%, Defendant may, but is not
4 obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendant
5 withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that
6 neither Party will have any further obligation to perform under this Agreement; provided,
7 however, Defendant will remain responsible for paying all Settlement Administration Costs
8 incurred to that point. Defendant must notify Class Counsel and the Court of its election to
9 withdraw not later than twenty-one (21) calendar days following the Response Deadline.

10 10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
11 calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiffs will file
12 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of
13 the PAGA settlement under Labor Code section 2699, subd. (l) (2016); a Proposed Final Approval
14 Order; and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall
15 provide drafts of these documents to Defense Counsel prior to filing the Motion for Final
16 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or
17 by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
18 Approval.

19 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
20 by a Participating Class Member, including the right to file responsive documents in Court no
21 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
22 accepted by the Court.

23 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
24 Approval on any material change to the Settlement (including, but not limited to, the scope of
25 release to be granted by Class Members), the Parties will expeditiously work together in good
26 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
27 Approval. The Court’s decision to award less than the amounts requested for the Class
28 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation

Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

11. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil

1 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
2 judgment.

3 **12. ADDITIONAL PROVISIONS.**

4 12.1 No Admission of Liability, Class Certification or Representative Manageability for
5 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
6 claims. Nothing in this Agreement is intended or should be construed as an admission by
7 Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has
8 any liability for any claims asserted; nor should it be intended or construed as an admission by
9 Plaintiffs that Defendant's defenses in the Actions have merit. The Parties agree that class
10 certification and representative treatment is for purposes of this Settlement only. If, for any
11 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
12 reserves the right to contest certification of any class for any reason, Defendant reserves all
13 available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class
14 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
15 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
16 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
17 Settlement and this Agreement).

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

1 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
2 communication, before the filing of the Motion for Preliminary Approval, with any third party
3 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
4 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
5 communications with Class Members in accordance with Class Counsel’s ethical obligations
6 owed to Class Members.

7 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
9 from the Judgment. Class Counsel further agrees to cease all affirmative communication (oral and
10 written) with the Class Members, other than through Court-approved notices; this provision does
11 not prevent Class Counsel from communicating with any Class Members who may contact Class
12 Counsel.

13 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
14 together with its attached exhibits shall constitute the entire agreement between the Parties
15 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
16 inducements made to or by any Party.

17 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
18 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
20 its terms, and to execute any other documents reasonably required to effectuate the terms of this
21 Agreement including any amendments to this Agreement.

22 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
24 Settlement Agreement, submitting supplemental evidence and supplementing points and
25 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
26 or content of any document necessary to implement the Settlement, or on any modification of the
27 Agreement that may become necessary to implement the Settlement, the Parties will seek the
28 assistance of a mediator and/or the Court for resolution.

1 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
7 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
8 Part 10, as amended) or otherwise.

9 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
10 modified, changed, or waived only by an express written instrument signed by all Parties or their
11 representatives, and approved by the Court.

12 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
13 to the benefit of, the successors of each of the Parties.

14 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the
19 Party was the drafter or participated in the drafting.

20 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 12.14 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 12.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

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

To Plaintiffs:

John G. Yslas
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

JACKSON LEWIS P.C.
Evan D. Beecher
400 Capitol Mall, Suite 1600
Sacramento, California 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
Email: evan.beecher@jacksonlewis.com

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

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

12.19 Binding Agreement. The Parties intend that this Agreement shall be fully

1 enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and
2 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
3 to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that
4 otherwise might apply under federal or state law. The Parties further agree and intend that the
5 Sacramento County Superior Court may enforce this Agreement pursuant to Code of Civil
6 Procedure § 664.6.

7 IT IS SO AGREED.

8
9 By the Parties:

10
11 DATED: 6/26/2026

Signed by:



E003961CE058402...

Plaintiff Michael Deasy

12
13
14
15 DATED: _____

Plaintiff Kyle Louis Matthews

16
17 DATED: _____

Defendant Mobility Works of California, LLC

By: _____

Position: _____

18
19
20
21
22
23 Approved by counsel:

24
25 DATED: 6/26/2026

WILSHIRE LAW FIRM

26
27
28 BY: _____

John G. Yslas

Jeffrey C. Bills

1 enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and
2 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
3 to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that
4 otherwise might apply under federal or state law. The Parties further agree and intend that the
5 Sacramento County Superior Court may enforce this Agreement pursuant to Code of Civil
6 Procedure § 664.6.

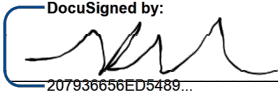
7 IT IS SO AGREED.

8
9 By the Parties:

10
11 DATED: _____

12 Plaintiff Michael Deasy

13
14 DATED: 6/26/2026

15  207936656ED5489...

16 Plaintiff Kyle Louis Matthews

17 DATED: _____

18 Defendant Mobility Works of California, LLC

19 By: _____

20 Position: _____

21
22
23 Approved by counsel:

24
25 DATED: 6/26/2026

26 WILSHIRE LAW FIRM

27 BY:  _____

28 John G. Yslas

Jeffrey C. Bills

1 enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and
2 that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant
3 to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that
4 otherwise might apply under federal or state law. The Parties further agree and intend that the
5 Sacramento County Superior Court may enforce this Agreement pursuant to Code of Civil
6 Procedure § 664.6.

7 IT IS SO AGREED.

8
9 By the Parties:

10
11 DATED: _____

Plaintiff Michael Deasy

12
13
14
15 DATED: _____

Plaintiff Kyle Louis Matthews

16
17 DATED: 06.26.26 _____

Defendant Mobility Works of California, LLC

18
19 By: By [Signature]
20 Position: CEO

21
22
23
24 Approved by counsel:

25 DATED: _____

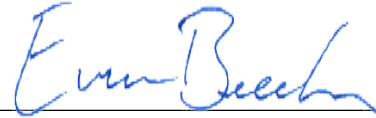
WILSHIRE LAW FIRM

26
27 BY: _____
28 John G. Yslas
Jeffrey C. Bills

Counsel for Plaintiffs

DATED: 06.26.26

JACKSON LEWIS P.C.

BY: 
Evan D. Beecher

Counsel for Defendant

4929-5706-2278, v. 1