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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

SARVPREET GREWAL, an individual, on
behalf of herself and others similarly situated,

Plaintiff,

v.

PARK MY FLEET LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0014570

*Assigned for All Purposes To:
Hon. George J. Abdallah
Dept. 10A*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Sarvpreet Grewal (“Plaintiff”) and Defendant Park My Fleet, LLC (“Defendant”). The
3 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

4 1. **DEFINITIONS**

5 1.1 “Actions” means Plaintiff’s lawsuits alleging class action wage and hour violations
6 against Defendant captioned *Sarvpreet Grewal v. Park My Fleet LLC*, Case No. STK-CV-UOE-
7 2023-0014570, filed on December 29, 2023 in San Joaquin County Superior Court, and Plaintiff’s
8 representative PAGA action captioned *Sarvpreet Grewal v. Park My Fleet LLC*, Case No. STK-
9 CV-UOE-2024-0004805, filed on April 19, 2024 in San Joaquin County Superior Court.

10 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties
11 have agreed to appoint to administer the Settlement.

12 1.3 “Administration Costs” means the amount the Administrator will be paid from the Gross
13 Settlement Amount to reimburse its reasonable fees and expenses in accordance with the
14 Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
15 Approval of the Settlement.

16 1.4 “Aggrieved Employee” means all persons who worked for Defendant in California as an
17 hourly-paid or non-exempt employee at any time from January 2, 2023 through the date of
18 Preliminary Approval.

19 1.5 “Class” means all persons who worked for Defendant in California as an hourly-paid or
20 non-exempt employee at any time from July 4, 2019 through the date of Preliminary Approval.

21 1.6 “Class Counsel” means John G. Yslas, Diego Aviles, Harry Erganyan, Mariam
22 Nazaretyan, Emily Borman, and Lisa B. Iturriaga 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 that Plaintiff will
25 request approval from the Court for up to one-third (1/3) of the Gross Settlement Amount, which
26 would be Thirty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$36,666.66),
27 for Class Counsel Fees Payment. Except as otherwise stated herein, Defendant’s payment of the
28 Class Counsel Fees Payment shall be deemed to be full satisfaction of any obligations by

1 Defendant to pay any attorney fees to Plaintiff, Class Members, and/or Class Counsel in relation
2 to the Actions.

3 1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class
4 Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Actions,
5 not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) and paid from the
6 Gross Settlement Amount. Except as otherwise stated herein, Defendant’s payment of the Class
7 Counsel Litigation Expenses Payment shall be deemed to be full satisfaction of any obligations
8 by Defendant to pay any attorney costs to Plaintiff, Class Members, and/or Class Counsel in
9 relation to the Actions.

10 1.9 “Class Data” means Class Member identifying information in Defendant’s possession
11 including the Class Member’s name, last-known mailing address, Social Security number, and
12 number of Workweeks and PAGA Pay Periods.

13 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either
14 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
15 Class Member who qualifies as an Aggrieved Employee).

16 1.11 “Class Member Address Search” means the Administrator’s investigation and search for
17 current Class Member mailing addresses using all reasonably available sources, methods, and
18 means including, but not limited to, the National Change of Address database, skip traces, and
19 direct contact by the Administrator with Class Members.

20 1.12 “Class Notice” means the Court approved Notice of Settlement and hearing date for
21 Final Approval, to be mailed to Class Members in English with a Spanish translation in the form,
22 without material variation, attached as Exhibit A and incorporated by reference into this
23 Agreement.

24 1.13 “Class Period” or “Class Settlement Period” means the period from July 4, 2019 through
25 the date of Preliminary Approval (“Settlement Class Period”), except as provided in Paragraph 8
26 below.

27 1.14 “Class Representative” means the named Plaintiff Sarvpreet Grewal in the Actions.

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1 1.15 “Class Representative Service Payment” or “Enhancement Award” means the payment
2 to the Class Representative for initiating the Actions and providing services in support of the
3 Actions.

4 1.16 “Court” means the Superior Court of California, County of San Joaquin.

5 1.17 “Defendant” means named Defendant Park My Fleet, LLC.

6 1.18 “Defense Counsel” means Annie Lau and Kiki Y. Okpala, of Fisher & Phillips, LLP.

7 1.19 “Effective Date” means the date by which both of the following have occurred: (a) full
8 execution of this Agreement by all Parties; (b) the Court enters a Judgment on its Order Granting
9 Final Approval of the Settlement; and (c) the Judgment is final. The Judgment is final as of the
10 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,
11 the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the
12 Settlement, the day after the deadline for filing a notice of appeal from the Judgment if no
13 appellate review is sought from or with respect to the Judgment; or (c) if a timely appeal from the
14 Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

15 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement
16 pursuant to California Rules of Court Rule 3.769.

17 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
18 of the Settlement pursuant to California Rules of Court Rule 3.769(g).

19 1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final
20 Approval of the Settlement pursuant to California Rules of Court Rule 3.769(h).

21 1.23 “Gross Settlement Amount” or “GSA” means the full sum of One Hundred and Ten
22 Thousand Dollars and Zero Cents (\$110,000.00), which is the total amount Defendant agrees to
23 pay under the Settlement, except as provided in Paragraph 8 below.

24 1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of
25 the Net Settlement Amount calculated according to the number of Workweeks worked during the
26 Class Period.

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

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

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

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

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members 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 Complaints” means the Class Complaint filed on December 29, 2023 and the PAGA Complaint filed on April 19, 2024 in the Actions, or any consolidated Amended Complaint which combines the Operative Complaints into a single 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 January 2, 2023 through the date of Preliminary Approval, except as provided in Paragraph 8 below.

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

1.35 “PAGA Notice” means Plaintiff’s January 2, 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 Ten Thousand Dollars and Zero Cents (\$10,000.00) in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated

25% (\$2,500.00) to the Aggrieved Employees and 75% (\$7,500.00) to the LWDA in settlement of the 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 “Plaintiff” means Sarvpreet Grewal, the named plaintiff 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” means Defendant Park My Fleet, LLC, its parents, subsidiaries, affiliates, insurers, related entities and divisions, and its respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

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 forty-five (45) calendar days after the Administrator mails the 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 these Actions effected by this Agreement and the Judgment.

1.46 “Void *Ab Initio*” means a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such

1 circumstance will be deemed to exist only if any of the following having occurred: (a) the Court
2 has so ordered; (b) conditions have become such (including, for example, that the Court has
3 refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in
4 the future due to no fault of the Parties; and/or (c) as otherwise specifically provided for in this
5 Agreement.

6 1.47 “Workweek” means any week during which a Class Member worked for Defendant for
7 at least one day, during the Class Period.

8 **2. RECITALS.**

9 2.1 On December 29, 2023, Plaintiff filed a Class Complaint alleging causes of action
10 against Defendant for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay
11 Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest
12 Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate
13 Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to
14 Produce Requested Employment Records; and (9) Unfair Business Practices.

15 2.2 On January 2, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave notice to
16 the LWDA and Defendant that Plaintiff intended to proceed with a representative action under
17 PAGA (LWDA-CM-1002648-24). On April 19, 2024, after the 65-day statutory period passed,
18 Plaintiff filed a separate PAGA Complaint for penalties pursuant to Labor Code § 2699, *et seq.*
19 in San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-0004805.

20 2.3 Defendant denies the allegations in the Actions, denies any failure to comply with the
21 laws identified in the Actions, and denies any and all liability for the causes of action alleged in
22 the Actions.

23 2.4 On May 15, 2025, the Parties participated in an all-day mediation presided over by
24 mediator Michael D. Young, Esq. The Parties accepted a mediator’s proposal that day and agreed
25 on general settlement terms. After continued negotiations, the Parties memorialized their
26 agreement in a Memorandum of Understanding on September 9, 2025.

27 2.5 In advance of mediation, Class Counsel conducted a thorough investigation into the facts
28 of, and applicable law to, the Actions. Prior to mediation, Plaintiff obtained and analyzed a

representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

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

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant will pay One Hundred and Ten Thousand Dollars and Zero Cents (\$110,000.00) to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the Operative Complaints and the PAGA Notice. The Gross Settlement Amount does not include employer payroll taxes owed on the wage portions of the Individual Class Payments ("Employer-Side Taxes"), which Defendant will pay separately.

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

3.2.1 To Plaintiff: A payment for the Class Representative Service Payment to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing, or as

1 otherwise ordered by the Court. If the Court approves a Class Representative Service Payment
2 less than the amount requested, the Administrator will retain the remainder in the Net Settlement
3 Amount to be distributed to Participating Class Members. The Administrator will pay the Class
4 Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and
5 liability for employee taxes owed on the Class Representative Service Payment.

6 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
7 Gross Settlement Amount, which is currently estimated to be Thirty-Six Thousand Six Hundred
8 Sixty-Six Dollars and Sixty-Six Cents (\$36,666.66) and a Class Counsel Litigation Expenses
9 Payment for actual costs, not to exceed Twenty-Five Thousand Dollars with Zero Cents
10 (\$25,000.00). Defendant will not oppose requests for these payments. Plaintiff and/or Class
11 Counsel will file a motion for Class Counsel Fees Payment and Litigation Expenses Payment no
12 later than sixteen (16) court days prior to the Final Approval Hearing, or as otherwise ordered by
13 the Court. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
14 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder
15 to the Net Settlement Amount for distribution to Participating Class Members. Released Parties
16 shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim to
17 any portion of Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
18 The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
19 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
20 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation
21 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute
22 or controversy regarding any division or sharing of any of these Payments.

23 3.2.3 To the Administrator: An Administrator Costs Payment not to exceed Three
24 Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) except for a showing of good
25 cause and as approved by the Court. To the extent the Administration Costs are less or the Court
26 approves payment of less than \$3,750.00, the Administrator will retain the remainder in the Net
27 Settlement Amount to be distributed to Participating Class Members.

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

5 3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each
6 Participating Class Member's Individual Class Payment will be allocated to the Settlement of
7 wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
8 reported on an IRS W-2 Form. The remaining ninety percent (90%) of each Participating Class
9 Member's Individual Class Payment will be allocated to the settlement of claims for interest,
10 reimbursement, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject
11 to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members
12 assume full responsibility and liability for employee taxes owed on the Individual Class Payment.

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

17 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten
18 Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement Amount,
19 with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to
20 the Individual PAGA Payments.

21 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a)
22 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of \$2,500.00 by
23 the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA
24 Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay
25 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their
26 Individual PAGA Payment.

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

Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 84 Class Members who collectively worked a total of 1,970 Workweeks during the Class Period, and 74 Aggrieved Employees who worked a total of 827 PAGA Pay Periods during the PAGA Period.

4.2 Class Data. Not later than twenty-one (21) calendar days after Defendant's receipt of notice of the Court granting Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Upon the Effective Date, the Administrator shall promptly notify Defense Counsel by email of the payment details necessary to fund the Gross Settlement Amount, including the amounts Defendant will be required to pay for its Employer-Side Taxes, if any exist. Within thirty (30) calendar days of Defense Counsel's receipt of such notice from the Administrator, Defendant shall fully fund the Gross Settlement Amount and the Employer-Side Taxes by transmitting the funds to the Administrator through the Qualified Settlement Fund.

4.4 Payments from the Gross Settlement Amount. Within ten (10) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all

1 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
2 Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
3 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
4 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
5 Representative Service Payment shall not precede disbursement of Individual Class Payments
6 and Individual PAGA Payments.

7 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
9 face of each check shall prominently state the date (180 days after the date of mailing) when the
10 check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the
11 Void Date. The Administrator will send checks for Individual Settlement Payments to all
12 Participating Class Members (including those for whom the Class Notice was returned
13 undelivered). The Administrator will send checks for Individual PAGA Payments to all
14 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
15 Employees (including those for whom Class Notice was returned undelivered). The Administrator
16 may send Participating Class Members a single check combining the Individual Class Payment
17 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
18 must update the recipients’ mailing addresses using the National Change of Address Database.

19 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
20 Members whose checks are returned undelivered without USPS forwarding address. Within seven
21 (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the
22 USPS forwarding address provided or to an address ascertained through the Class Member
23 Address Search. The Administrator need not take further steps to deliver checks to Class Members
24 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
25 replacement check to any Class Member whose original check was lost or misplaced, requested
26 by the Class Member prior to the Void Date.

27 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
28 Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the

1 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
2 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
3 California Code of Civil Procedure Section 384, subd. (b).

4 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
5 not obligate Defendant to confer any additional benefits or make any additional payments to Class
6 Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

7 5. **RELEASES OF CLAIMS.** Upon the Effective Date and Defendant's full funding of the
8 Gross Settlement Amount and Employer-Side Taxes, Plaintiff, Class Members, and Class
9 Counsel will release claims against all Released Parties as follows:

10 5.1 Plaintiff's General Release. Plaintiff and his respective former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases
12 and discharges the Released Parties from all claims, demands, rights, liabilities, damages,
13 transactions, or occurrences of every nature and description whatsoever, known or unknown,
14 asserted or that might have been asserted in the Operative Complaint, whether in tort, contract, or
15 for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in
16 connection with any act or omission by or on the part of Defendant ("Plaintiff's General
17 Release"). Plaintiff's General Release does not extend to any claims or actions to enforce this
18 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
19 social security benefits, workers' compensation benefits that arose at any time. Plaintiff
20 acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts
21 or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
22 General Release shall be and remain effective in all respects, notwithstanding such different or
23 additional facts or Plaintiff's discovery of them. The settlement of Plaintiff's individual wrongful
24 termination claims is separate and independent from this Settlement. Nothing in this Settlement
25 shall release any of the claims associated with Plaintiff's individual wrongful termination claims.

26 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
27 purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the
28 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
2 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
3 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
4 **RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE**
5 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
6 **DEBTOR OR RELEASED PARTY.**

7 5.2 Released Class Claims: All Participating Class Members, on behalf of themselves and
8 their respective former and present representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns will release the Released Parties from any and all claims, rights, demands,
10 liabilities, damages, attorneys' fees, costs, penalties, and causes of action, alleged or which could
11 have reasonably been alleged based on the facts alleged in the Operative Complaints, including,
12 but not limited to, claims for: (1) failure to pay minimum and straight time wages (pursuant to
13 Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages
14 (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods
15 (pursuant to Cal. Labor Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods
16 (pursuant to Cal. Labor Code §§ 226.7); (5) failure to timely pay final wages at termination
17 (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage
18 statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for
19 expenditures (pursuant to Cal. Labor Code §§ 2802); (8) failure to produce requested employment
20 records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices
21 (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*) ("Released Class Claims"). The
22 enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata*
23 based on the claims that were asserted in the Actions or could have been asserted in the Actions
24 based on the facts and circumstances alleged in the Operative Complaints. The Released Class
25 Claims are those that accrued during the Class Period.

26 5.3 Released PAGA Claims: All Aggrieved Employees (through Plaintiff as a proxy for the
27 State of California), on behalf of themselves and their respective former and present
28 representatives, agents, attorneys, heirs, administrators, successors, and assigns will release the

Released Parties from all claims for PAGA civil penalties that could have been brought by the Labor Commissioner and are alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaints and/or in Plaintiff's January 2, 2024 PAGA Notice, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) willful misclassification (pursuant to Cal. Labor Code § 226.8); (13) retaliation (pursuant to Cal. Labor Code § 1102.5); and (14) civil penalties for wage and hour violations (pursuant to Cal. Labor Code § 558) ("Released PAGA Claims"). The Released PAGA Claims are those that accrued during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL**. Within thirty (30) calendar days following execution of this Agreement, Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 **Plaintiff's Responsibilities**. Plaintiff 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)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;

(iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff 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)), the Operative Complaints (Labor Code section 2699, subd. (1)(1)), and this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff 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.

6.2 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 thirty (30) calendar days after the full execution of this Agreement, and deliver the Court's Preliminary Approval Order to the Administrator. Defense Counsel will select its option under Paragraph 8 within thirty (30) calendar days after the full execution of this Agreement but no later than one week before the filing of the Motion for Preliminary Approval.

6.3 Duty to Cooperate. 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 Administration to serve as the Administrator and verified that, as a condition of appointment, the

1 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
2 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
3 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
4 Administrator other than a professional relationship arising out of prior experiences administering
5 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 ten (10)
19 calendar 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 with Spanish translation substantially in the form attached to this Agreement as Exhibit
22 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
23 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
24 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before
25 mailing Class Notices, the Administrator shall update Class Member addresses using the National
26 Change of Address 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 (14)
8 calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for
9 all Class Members whose notice is re-mailed. The Administrator will inform the Class Member
10 of the extended deadline with the re-mailed Class Notice.

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

21 7.5 Requests for Exclusion (Opt-Outs).

22 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
23 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
24 later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an
25 additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A
26 Request for Exclusion is a letter from a Class Member or his/her representative that reasonably
27 communicates the Class Member's election to be excluded from the Settlement and includes the
28

Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

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

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

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

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting

1 documentation. In the absence of any supporting documentation, the Administrator is entitled to
2 presume that the Workweeks contained in the Class Notice are correct so long as they are
3 consistent with the Class Data. If the Class Member does provide supporting documentation, the
4 Administrator must forthwith provide such documentation to Class Counsel and Defense
5 Counsel. Within twenty-one (21) calendar days from receipt of the documentation, Defendant
6 must notify the Administrator and Class Counsel that it either a) stipulates to the Class Member's
7 assertions regarding his or her number of Workweeks or PAGA Pay Periods; or b) disputes such
8 assertions and provide the Administrator and Class Counsel with their proposed determination,
9 and the factual basis therefore, and any supporting documentation. The Administrator shall then
10 promptly determine the Class Member's number of Workweeks and/or PAGA Pay Periods. The
11 Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA
12 Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

13 **7.7 Objections to Settlement.**

14 7.7.1 Only Participating Class Members may object to the class action components of the
15 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
16 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
17 Payment and/or Class Representative Service Payment.

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

25 7.7.3 Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 **7.8 Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
28 performed or observed by the Administrator contained in this Agreement or otherwise.

1 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
2 maintain and use an internet website to post information of interest to Class Members including
3 the date, time and location for the Final Approval Hearing and copies of the Settlement
4 Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice;
5 Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation
6 Expenses Payment and Class Representative Service Payment; the Final Approval Order; and the
7 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
8 telephone number to receive Class Member calls, faxes and emails.

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

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

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

1 7.8.5 Administrator's Declaration. Not later than fourteen (14) calendar days before the
2 date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
3 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
4 for filing in Court attesting to its due diligence and compliance with all of its obligations under
5 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
6 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
7 total number of Requests for Exclusion from Settlement it received (both valid or invalid), and
8 the number of written objections and attach the Exclusion List. The Administrator will
9 supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel
10 is responsible for filing the Administrator's declaration(s) in Court.

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

19 8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records,
20 Defendant represents there are 84 Class Members who collectively worked a total of 1,970
21 Workweeks during the Class Period. If, on final calculation, the total number of Workweeks is
22 greater than 10% higher than 1,970 Workweeks (i.e. greater than 2,167 Workweeks), then
23 Defendant shall have the option to either increase the Gross Settlement Amount on a proportional
24 basis (i.e., if there was a 12% increase in Workweeks during the Class Period, Defendant would
25 increase the Gross Settlement Amount by an additional 2%). If this provision is triggered and
26 Defendant elects to increase the Gross Settlement Amount, the Parties agree that the portion of
27 the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that
28 the total amount of attorneys' fees remains one-third (1/3) of the Gross Settlement Amount after

the upward adjustment Defendant elects under this provision. Alternatively, Defendant shall have the option to end the Class Period and PAGA Period on the date the total Workweeks reach 2,167 Workweeks. If the escalator clause under this provision is triggered, Defendant shall select an option prior to the filing for Preliminary Approval and Defendant shall provide Class Counsel with a declaration regarding the total number of Class Member Workweeks at the time of Preliminary Approval. If Defendant does not select an option prior to the filing for preliminary approval of the settlement, then the Class Period will run through the order granting preliminary approval of the Class Action Settlement.

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

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

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

1 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
3 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
4 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

5 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including Plaintiff's General Release, Released Class
7 Claims, Released PAGA Claims, Class Counsel Fees Payment and Class Counsel Litigation
8 Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all
9 Participating Class Members who did not object to the Settlement as provided in this Agreement,
10 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
11 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
12 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
13 motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform
14 under this Agreement will be suspended until such time as the appeal is finally resolved and the
15 Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement
16 Amount.

17 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted
20 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain
22 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
23 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
24 Court's award of the Class Representative Service Payment or any payments to Class Counsel
25 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
26 as long as the Gross Settlement Amount remains unchanged.

1 10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
2 Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended
3 judgment.

4 11. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
5 Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members,
6 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree
7 that, if Defendant withdraws, the Settlement shall be Void Ab Initio, have no force or effect
8 whatsoever, and that neither Party will have any further obligation to perform under this
9 Agreement; provided, however, Defendant will remain responsible for paying all Administration
10 Costs incurred to that point or resulting therefrom (e.g., costs for any corrective notices issued to
11 notify Class Members of Defendant's election). Defendant must notify Class Counsel and the
12 Court of its election to withdraw not later than seven (7) days after the Administrator sends the
13 final Exclusion List to Defense Counsel; late elections will have no effect.

14 12. **ADDITIONAL PROVISIONS.**

15 12.1 No Admission of Liability, Class Certification or Representative Manageability for
16 Other Purposes. This Agreement represents a compromise and settlement of highly disputed
17 claims. Nothing in this Agreement is intended or should be construed as an admission by
18 Defendant that any of the allegations in the Operative Complaints have merit or that Defendant
19 has any liability for any claims asserted; nor should it be intended or construed as an admission
20 by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that class
21 certification and representative treatment is for purposes of this Settlement only. If, for any
22 reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendant
23 reserves the right to contest certification of any class for any reason, Defendant reserves all
24 available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
25 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
26 Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be
27 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
28 Settlement and this Agreement).

1 12.2 Confidentiality. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately
2 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them
3 will not disclose, disseminate and/or publicize, or cause or permit another person to disclose,
4 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
5 generally, to any person, corporation, association, government agency, or other entity except: (1)
6 to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this
7 Agreement confidential; (2) to the extent necessary to report income to appropriate taxing
8 authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or
9 subpoena issued by a state or federal government agency. Each Party agrees to immediately notify
10 the other Party of any judicial or agency order, inquiry, or subpoena seeking such information.
11 Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or
12 indirectly, initiate any conversation or other communication, before the filing of the Motion for
13 Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to
14 this Agreement except to respond only that "the matter was resolved," or words to that effect.
15 This paragraph does not restrict Class Counsel's communications with Class Members in
16 accordance with Class Counsel's ethical obligations owed to Class Members. Such confidentiality
17 provisions shall remain in force following Preliminary Approval as well, with the following
18 exceptions: (1) the Administrator may take steps reasonably necessary to perform administration
19 duties; (2) Class Counsel and Plaintiff may take reasonably necessary steps to perform their duties
20 as such; and (3) Class Counsel may list or disclose the Actions and Settlement as among their
21 handled cases in court filings or motions only, but may not disclose the terms of the Settlement
22 on any firm publication or other public media so long as the Released Parties are not identified
23 by name or case number. Nothing herein will restricts Class Counsel from including publicly
24 available information regarding this Settlement in future judicial submissions regarding Class
25 Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake
26 any and all disclosures required to be made to the LWDA in conformity with the PAGA.

27 12.3
28

1 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and
2 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
4 to communicate with Class Members in accordance with Defense Counsel's and Class Counsel's
5 ethical obligations and Class Counsel's fiduciary duties owed to Class Members.

6 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties
8 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
9 inducements made to or by any Party.

10 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
12 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
13 its terms, and to execute any other documents reasonably required to effectuate the terms of this
14 Agreement including any amendments to this Agreement.

15 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
16 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
17 Agreement, submitting supplemental evidence and supplementing points and authorities as
18 requested by the Court. In the event the Parties are unable to agree upon the form or content of
19 any document necessary to implement the Settlement, or on any modification of the Agreement
20 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
21 mediator and/or the Court for resolution.

22 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
25 action, or right released and discharged by the Party in this Settlement.

26 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
28 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR

Part 10, as amended) or otherwise.

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

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

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

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

12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

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

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

12.17 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 Plaintiff:

John G. Yslas
john.yslas@wilshirelawfirm.com
Diego Aviles (SBN 315533)

1 diego.aviles@wilshirelawfirm.com
Harry Erganyan (SBN 333091)
2 harry.erganyan@wilshirelawfirm.com
Mariam Nazaretyan (SBN 334154)
3 mariam.nazaretyan@wilshirelawfirm.com
Lisa B. Iturriaga
4 lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
5 Los Angeles, California 90017
Telephone: (213) 381-9988
6 Facsimile: (213) 381-9989

7 To Defendant:

8 Annie Lau (SBN 302438)
9 alau@fisherphillips.com
Kiki Y. Okpala (SBN 341774)
10 kokpala@fisherphillips.com
FISHER & PHILLIPS LLP
One Montgomery Street, Suite 3400
11 San Francisco, California 94104
Telephone: (415) 490-9000
12 Facsimile: (415) 490-9001

13 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts
14 by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement
15 shall be accepted as an original. All executed counterparts and each of them will be deemed to be
16 one and the same instrument if counsel for the Parties will exchange between themselves signed
17 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and
18 contents of this Agreement.

19 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
20 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
21 agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date
22 to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

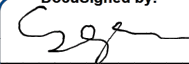
23 12.20 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable
24 and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be
25 admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid.
26 Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise
27 might apply under federal or state law. The Parties further agree and intend that the San Joaquin
28 County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

If an action is brought to enforce this Agreement, then the prevailing party shall be entitled to their reasonable attorneys' fees and costs in addition to any other relief available under this Agreement, including attorneys' fees in connection with enforcement of the confidentiality or solicitation provisions of this Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 3/5/2026

DocuSigned by:

0305251694434D7...

Plaintiff Sarvpreet Grewal

DATED: _____

Defendant Park My Fleet LLC

By: _____

Position: _____

Approved by counsel:

DATED: March 5, 2026

WILSHIRE LAW FIRM

By:  _____

John G. Yslas

Diego Aviles

Harry Erganyan

Mariam Nazaretyan

Counsel for Plaintiff Sarvpreet Gerwal

1 If an action is brought to enforce this Agreement, then the prevailing party shall be entitled to
2 their reasonable attorneys' fees and costs in addition to any other relief available under this
3 Agreement, including attorneys' fees in connection with enforcement of the confidentiality or
4 solicitation provisions of this Agreement.

5 IT IS SO AGREED.

6
7 By the Parties:

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9
10 DATED: _____

Plaintiff Sarvpreet Grewal

11
12
13 DATED: Apr 2, 2026


Mike Landau (Apr 2, 2026 23:03:31 GMT+3)

Defendant Park My Fleet LLC

By: Mike Landau

Position: CEO

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18 Approved by counsel:

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20 DATED: _____

WILSHIRE LAW FIRM

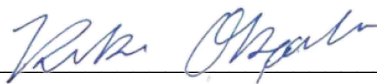
21
22 By: _____

23 John G. Yslas
24 Diego Aviles
25 Harry Erganyan
26 Mariam Nazaretyan

Counsel for Plaintiff Sarvpreet Gerwal

1 DATED: April 2, 2026

2 **FISHER & PHILLIPS, LLP**

3
4 By: 
5 Annie Lau
6 Kiki Y. Okpala
7 Rachel J. Song

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9
10 Counsel for Defendant Park My Fleet LLC
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