

JOINT STIPULATION OF CLASS AND PAGA SETTLEMENT AND RELEASE

Crash Champions Wage and Hour Cases (Judicial Council Coordination Proceeding No. 5340)

This Settlement Agreement sets forth the terms upon which the Parties have agreed to settle the Action. All definitions below apply throughout this Settlement Agreement.

In consideration of the promises and warranties set forth in this Settlement Agreement, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth herein, Named Plaintiffs, individually on behalf of themselves and on behalf of the Class Members and PAGA Recipients and LWDA interests, on the one hand, and Defendants on the other hand, agree that the Action shall be finally and fully settled on the terms and conditions set forth in this Settlement Agreement.

This Settlement Agreement is entered into without any admission of liability and Defendants expressly deny any wrongdoing or liability to Named Plaintiffs, the Class Members, the PAGA Recipients, and the LWDA.

A. PARTIES AND SCOPE

1. “Named Plaintiffs” mean collectively: Maria Vazquez, Arturo Basulto, Jose Maravilla, and Anthony Rodarte.

2. “Defendants” mean, collectively Crash Champions, LLC, MT Collision Centers, Inc., and MT Collision Centers, LLC.

3. The Parties” means Named Plaintiffs and Defendants, collectively.

4. “The Action” means all of the following pending lawsuits, collectively: *Maria Vazquez v. MT Collision Centers, Inc., et al.* (Los Angeles County Superior Court Case No. 22STCV34689), *Arturo Basulto v. MT Collision Centers LLC et al.*, (Orange County Superior Court Case No. 30-2023-01340093-CU-OE-CXC), *Jose Maravilla v. Crash Champions, LLC*, (Los Angeles County Superior Court Case No. 24STCV00728), *Jose Maravilla v. Crash Champions, LLC*, (Los Angeles County Superior Court Case No. 24STCV07635) and *Anthony Rodarte v. Crash Champions, LLC*, (Santa Clara County Superior Court Case No. 24CV432852), which have been coordinated under the title of “Crash Champions Wage and Hour Cases (Judicial Council Coordination Proceeding No. 5340”) before the Los Angeles County Superior Court.

5. “The Complaint” means, collectively, all of the operative pleadings filed by Named Plaintiffs in the Action.

6. “Class Period” means the period of time beginning on October 31, 2018, and up to and including the date the Court grants preliminary approval of the Long Form Settlement Agreement.

7. “PAGA Period” means the period of time beginning on August 24, 2021, and up to

and including the date the Court grants preliminary approval of the Long Form Settlement Agreement.

8. “Class Member” or “Class Members” mean all persons who are employed or have been employed by Defendants as a non-exempt employee, including non-exempt employees of entities acquired by Defendants who worked for Defendants, in the State of California during the Class Period.

9. “PAGA Recipient” or “PAGA Recipients” means all persons who are employed or have been employed by Defendants in the state of California as a non-exempt employee during the PAGA Period.

10. The “Settlement Class” or “Settlement Class Members” means all Class Members who do not submit a timely Request for Exclusion.

B. ESSENTIAL MONETARY TERMS

11. “Gross Settlement Amount” (“GSA”) means the amount of Four Million Two Hundred and Fifty Thousand Dollars and Zero Cents (**\$4,250,000.00**) that Defendants will pay, except if Defendants choose to exercise the Escalator Clause as provided in Paragraph 77, if the Court approves the Settlement Agreement, and the Effective Date occurs. The GSA will fund: (a) the Net Settlement Amount, (b) the PAGA Settlement Fund; (c) the award of Attorney’s Fees; (d) the award of Attorney’s Costs; (e) the Representative Enhancement Award; and (f) the Settlement Administration Costs.

12. “PAGA Settlement Fund” means the amount of Two Hundred Thousand Dollars and Zero Cents (**\$200,000.00**) which shall be deducted from the Gross Settlement Amount and allocated to penalties pursuant to the Private Attorneys General Act and which will be distributed as follows: 75% to the Labor and Workforce Development Agency (“LWDA”) and 25% to PAGA Recipients.

13. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Class Counsel for the services they have rendered and will render to the Class Members and PAGA Recipients in the Action, and which shall not exceed one-third of the GSA, currently estimated to be One Million Four Hundred and Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (**\$1,416,666.67**). This amount will cover any and all work performed and any and all attorneys’ fees incurred in connection with this litigation, including without limitation: all work performed and all attorneys’ fees incurred to date; and all work to be performed and attorneys’ fees to be incurred in connection with obtaining the Court’s approval of the Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys’ Fees will be funded by the GSA.

14. “Attorneys’ Costs” means such litigation costs as the Court may award to Class Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed Sixty

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Thousand Dollars and Zero Cents (**\$60,000.00**). This amount will cover any and all litigation costs incurred in connection with this litigation, including without limitation: all litigation costs incurred to date; and all litigation costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including addressing any objections raised and handling any appeals necessitated by those objections. Attorneys' Costs will be funded by the GSA.

15. "Representative Enhancement Award" means such compensation as the Court may award to Named Plaintiffs for their efforts during the Action, which shall not exceed the amount of Ten Thousand Dollars and Zero Cents (**\$10,000.00**) for each of the Named Plaintiffs. The Representative Enhancement Award will be funded by the GSA and shall be in addition to any Individual Class Payment and any Individual PAGA Payment issued to Named Plaintiffs.

16. "Settlement Administration Costs" means the amount from the GSA which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the settlement of the Action, and which are currently estimated as not exceeding Nineteen Thousand Nine Hundred and Thirty Dollars and Zero Cents (**\$20,430.00**).

C. ADDITIONAL DEFINITIONS

17. "Settlement Agreement," "Settlement" or "Agreement" means the Joint Stipulation of Settlement of Class Action and PAGA Settlement and Release.

18. "Class Action Settlement" means all claims brought by Named Plaintiffs in the Action, with the exception of Named Plaintiff's claim for civil penalties brought under the Private Attorneys General Act ("PAGA").

19. "PAGA Claim Settlement" means the settlement of Named Plaintiffs' claims for civil penalties brought under PAGA.

20. "Court" means the Los Angeles County Superior Court, where the Action have been coordinated under the title of "Crash Champions Wage and Hour Cases (Judicial Council Coordination Proceeding No. 5340)" is venued and specifically the courtroom or department where the coordination trial judge appointed by the Chair of the Judicial Council assigned to Judicial Council Coordination Proceeding No. 5340 sits.

21. "Class List" means the list of full names, most recent mailing addresses, most recent telephone numbers, and Social Security numbers, and number of pay periods and workweeks as non-exempt employees, as available, for all Class Members, which Defendants will diligently and in good faith compile from their records.

22. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to each Class Member in English with Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

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23. “Response Deadline” means the date that is forty-five (45) calendar days after the Class Notice is first mailed to Class Members, which is the deadline for Class Members to object to the Settlement, exclude themselves from the Settlement, or submit challenges to the number of Workweeks credited to them. In the case of a re-mailed Class Notice, this deadline shall be extended to the date that is fifteen (15) calendar days after the re-mailing of the Class Notice or the Response Deadline (as calculated based on the date on which the Class Notice was first mailed), whichever is later. If more than 5% of the Settlement Class opts-out, Defendants can terminate the Settlement.

24. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount minus (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorney’s Fees to Class Counsel; (d) the award of Attorney’s Costs to Class Counsel; (e) the Representative Enhancement Award to Named Plaintiffs; and (f) the Settlement Administration Costs.

25. “LWDA Payment” means seventy-five percent (75%) of the PAGA Settlement Fund. The LWDA Payment will be issued to the LWDA.

26. “Aggrieved Employee Settlement Fund” means twenty-five percent (25%) of the PAGA Settlement Fund. Individual PAGA Payments will be made to the PAGA Recipients from the Aggrieved Employee Settlement Fund.

27. “Individual Class Payment” means the portion of the Net Settlement amount allocated to each Settlement Class Member. Individual Class Payments will be calculated proportionately for each Settlement Class Member based on the number of workweeks worked during the Class Period in relation to other Settlement Class Members.

28. “Individual PAGA Payment” means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Recipient. Individual PAGA Payments will be calculated proportionately for each PAGA Recipient based on the number of workweeks each PAGA Recipient worked during the PAGA Period in relation to other PAGA Recipients.

29. “Total Class Period Workweeks” means the sum of all workweeks worked by all Settlement Class Members as a non-exempt hourly employee in California during the Class Period.

30. “Class Period Workweek Value” means the quotient of the Net Settlement Amount divided by the Total Class Period Workweeks.

31. “Total PAGA Period Workweeks” means the sum of all workweeks worked by all PAGA Recipients as a non-exempt hourly employee in California during the PAGA Period.

32. “PAGA Period Workweek Value” means the quotient of the Aggrieved Employee Settlement Fund divided by the Total PAGA Workweeks.

33. “Void Date” means the 181st day after issuance of Individual Class Payments and Individual PAGA Payments to Settlement Class Members and PAGA Recipients, upon which the

payment checks will no longer be valid and negotiable.

34. “Defense Counsel” means Gregory G. Iskander, Timothy M. Wojcik, and Daniel XuLi of Littler Mendelson, P.C.

35. “Class Counsel” means, collectively: Shani O. Zakay and Jackland K. Hom of Zakay Law Group, APLC; Jean-Claude Lapuyade of JCL Law Firm, APC; Zorik Mooradian and Haik Hacopian of Mooradian Law, APC; Joseph Lavi, Vincent C. Granberry, and Jovahn Wiggins of Lavi & Ebrahimian, LLP; and David Lavi and Arie Ebrahimian of E&L, LLP.

36. “Settlement Administrator” means Apex Class Action LLC, the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering the Settlement.

37. “Settlement Approval” means the settlement approval order and judgment that will be entered by the Court.

38. “Settlement Fund Account” means the bank account established by the Settlement Administrator in accordance with the terms of the Settlement Agreement, from which all monies payable under the terms of the Settlement Agreement shall be paid, as set forth herein.

E. STIPULATION TO CLASS CERTIFICATION

39. Solely for the purposes of this Settlement, the Parties stipulate and agree that for the Settlement to occur, the Court must certify the following class as to all non-PAGA claims that have been asserted: all persons who are employed or have been employed by Defendants in the State of California as a non-exempt employee during the Class Period. Should the Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in the Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

F. RELEASES

40. “Released Parties” means Defendants and any of their subsidiaries, predecessors, successors, members, managers, affiliates, acquired entities, and otherwise related entities, and any of its past, present and/or future, direct and/or indirect, officers, directors, partners, investors, shareholders, administrators, parent companies, divisions, assigns, and joint ventures.

41. “Released Class Claims” means all causes of action and claims, charges, complaints, liens, and/or demands, that were alleged in the Action or reasonably could have been alleged or pled based on the allegations, the facts, statutory citation or legal theories contained in the Action, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in

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any workweek) and any theory of failure to pay any and all wages for all time worked; failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to reimburse business expenses; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; failure to keep accurate and complete payroll records; and unfair competition; (B) any claim brought under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.4, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2800, 2802, and 2810.5 and all related provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, and the California Business & Professions Code sections 17200 *et seq.*; (C) all claims for failure to pay for any time worked or spent before “clocking in” or after “clocking out,”; (D) all claims relating to any alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or Class Members; (F) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (G) all claims that Named Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Settlement Agreement.

42. “Released PAGA Claims” means all claims for civil penalties under PAGA that were alleged in the Action or reasonably could have been alleged or pled based on the allegations, the facts, statutory citation or legal theories contained in the Action, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek) and any theory of failure to pay any and all wages for all time worked; failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to reimburse business expenses; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; failure to keep accurate and complete payroll records; and unfair competition; (B) any alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.4, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5 and all related provisions of the California Code of Regulations, and the California Industrial Welfare Commission Wage Order; (C) any alleged failure to pay for any time worked or spent before “clocking in” or after “clocking out”; (D) any alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or PAGA Recipients; (F) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (G) all claims that Named Plaintiff or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Settlement Agreement.

43. Release by Settlement Class Members. Upon the Effective Date, Named Plaintiffs,

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and all Settlement Class Members, release the Released Parties from the Released Class Claims during the Class Period. Settlement Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Class Claims, but upon the Effective Date, Settlement Class Members shall be deemed to have, and by operation of the Order approving the Settlement Agreement, shall have, fully, finally, and forever settled and released any and all of the Released Class Claims during the Class Period, without regard to the subsequent discovery or existence of such different or additional facts. Settlement Class Members will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Class Claims during the Class Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Settlement Class Members regarding the Released Class Claims during the Class Period.

44. Release by PAGA Recipients. Upon the Effective Date, Named Plaintiffs, on behalf of themselves, the State of California, and all PAGA Recipients, release the Released Parties from all claims for civil penalties during the PAGA Period. PAGA Recipients may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released PAGA Claims, but upon the Effective Date, PAGA Recipients shall be deemed to have, and by operation of the Order approving the Settlement Agreement, shall have, fully, finally, and forever settled and released any and all of the Released PAGA Claims during the PAGA Period, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Recipients will not sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released PAGA Claims during the PAGA Period. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Recipients regarding the Released PAGA Claims during the PAGA Period.

45. General Release by Named Plaintiffs. In addition to the Released Class Claims discussed above, as of the Effective Date, Named Plaintiffs, for and on themselves and their agents, heirs, executors, administrators and assigns (“Releasing Parties”) hereby unconditionally waives, releases and forever discharges the Released Parties from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges, losses, and expenses (including attorneys’ fees and costs) of any nature whatsoever, whether based in contract, statute or the common law, relating to any matters of any kind, whether known or unknown, suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all events or facts that have occurred up until and including the date of the signing of the Settlement Agreement, including without limitation: (i) any and all claims actually alleged or could have been alleged in connection with, or arising directly or indirectly out of or in any way connected with Named Plaintiff’s employment with Defendant or any of the Released Parties; (ii) any and all claims relating to or arising from Named Plaintiff’s relationship with the Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid wages, missed meal and rest periods, and any and all penalties, including but not limited to waiting time penalties and penalties under Labor Code Section 226, and interest relating to such claims; (iv) any and all claims for wrongful discharge of employment; breach of contract, both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and implied; negligent or intentional

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interference with contract or prospective economic advantage; and defamation; (v) any and all claims against the Released Parties for any other tort, contract, common law, constitutional or statutory claims, including but not limited to, any alleged violation(s) of the California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended, the Employee Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed Services Employment and Reemployment Rights Act, the Federal Hazardous Materials Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California Paid Sick Leave Act, the Genetic Information Nondiscrimination Act of 1998, California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage Orders, the Healthy Workplaces, Healthy Families Act of 2014, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, et seq., and 105100, et seq., California Business and Professions Code sections 2725, 2750, et seq., and 17200, et. seq., Title 22 of the California Code of Regulations, including but not limited to section 72313, 72315 and 72501, and any claims for civil penalties under PAGA ("Individually Released Claims").

Named Plaintiffs also waive any and all rights conferred upon them under Section 1542 of the California Civil Code, which provides as follows:

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

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of the Settlement Agreement and is further consideration for the covenants and conditions contained herein.

G. EFFECTIVE DATE AND FUNDING OF SETTLEMENT

46. Defendants will deposit the GSA into the Settlement Fund Account no later than the Funding Date. Within 30 calendar days after the Effective Date and after Defendants receive the necessary calculations from the Settlement Administrator, Defendants will submit a payment for the employer's portion of payroll taxes on all wage allocations in addition to the Gross Settlement Amount.

47. "Funding Date" means the date that is fourteen (14) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

48. “Effective Date” means the first date upon which all of the following have occurred: (i) the Court has granted final approval of the Settlement Agreement, (ii) the Court has entered Final Judgment, and (iii) the Court’s order granting final approval of the Settlement Agreement and entry of Final Judgment has become final and is no longer appealable. For purposes of this Settlement Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving the Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving the Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving the Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving the Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement Agreement as provided herein; or (ii) the Effective Date does not occur for any other reason, then the Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendants will not be obligated to fund the Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent the Settlement Agreement from becoming final and binding.

H. PRELIMINARY APPROVAL

49. The Parties will work cooperatively to secure a prompt and final resolution of the Actions consistent with the terms of this Agreement.

50. 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 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 by telephone, and in good faith, to determine if the Parties agree to modify the Agreement, modify the Motion for Preliminary Approval and/or the supporting declarations and documents, and/or otherwise satisfy the Court’s concerns.

51. As soon as practicable after the execution of this Settlement Agreement, and no later than 45 days, Named Plaintiffs will move the Court for entry of the Preliminary Approval Order. Class Counsel will be primarily responsible for drafting all documents necessary to obtain the Preliminary Approval Order, and shall provide drafts of such documents for review and approval by Defense counsel prior to the filing of same. Defendants will not oppose Named Plaintiffs’ motion for Preliminary Approval Order unless the motion is inconsistent with the terms set forth in this Settlement Agreement. Named Plaintiffs’ motion for Preliminary Approval Order will request an order from the Court that:

- a. Conditionally certifies a class of “all persons who are employed or have been

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employed by Defendants in the State of California as a non-exempt employee during the Class Period” for settlement purposes only;

- b. Appoints Class Counsel as counsel for the class for settlement purposes only;
- c. Preliminarily approves the Settlement Agreement under the legal standards relating to the approval of class action settlements under California Law, and approves and incorporates by reference the terms and conditions of the Settlement Agreement;
- d. Approves the form of Class Notice and finds that the notice program set forth herein constitutes the best notice practicable under the circumstances, and satisfies due process and the legal standards relating to the approval of class action notice under California Law; and
- e. Provides that should this Settlement Agreement not become effective for any reason, the fact that the Parties stipulated to certification of a Settlement Class in this Settlement Agreement shall have no bearing on and shall not be admissible on the question of whether a class should be certified in a non-settlement context.

52. LWDA Notice. Pursuant to California Labor Code § 2699(s)(2), Named Plaintiffs will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Preliminary Approval Motion. Class Counsel will also file a declaration in support of Named Plaintiffs’ Preliminary Approval Motion confirming that Class Counsel has submitted the Settlement Agreement to the LWDA in compliance with Labor Code § 2699(s)(2). Pursuant to California Labor Code § 2699(s)(3), a copy of the Court’s judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Class Counsel to the LWDA within ten (10) days after entry of the judgment or order.

I. NOTIFICATION AND ADMINISTRATION PROCESS

53. Settlement Administrator. Upon entry by the Court of an order granting preliminary approval of the Settlement Agreement, the Parties will retain Apex Class Action LLC as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Class Payments; calculating Individual PAGA Payments; preparing, printing, and mailing the individual settlement checks and accompanying Class Notice to Class Members and PAGA Recipients; disbursing payment of Attorney’s Fees and Attorney’s Costs to Class Counsel; disbursing the Representative Enhancement Award to Named Plaintiffs; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Settlement Fund; printing and providing Settlement Class Members and PAGA Recipients, Named Plaintiffs, and Class Counsel with IRS Forms W-2 and 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Named Plaintiffs, the LWDA, Class Counsel or any Settlement Class Member or PAGA Recipient unless and until

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the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

54. Class List. Within thirty (30) calendar days of Defendants' receipt of the Court's order granting preliminary approval of the Settlement, Defendants will provide the Settlement Administrator with the Class List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Class Members' sensitive personal information is included in the Class List, the Settlement Administrator shall maintain the Class List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Class List shall be limited to employees of the Settlement Administrator with a need to use the Class List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the Class List in its possession once settlement administration is concluded.

55. Change of Address Search. Within fourteen (14) calendar days of receipt of the Class List, the Settlement Administrator shall conduct a National Change of Address search and/or skip trace of all provided addresses to confirm and/or locate the most recent mailing address for each Class Member.

56. Mailing of Class Notice. Class Notices will be mailed via first-class U.S. mail to all Class Members by the Settlement Administrator within fourteen (14) calendar days of receipt of the Class List. The Class Notice will provide notice to Class Members of their estimated Individual Class Payment that they may be eligible to receive, their Individual PAGA Payment that they will receive if they are a PAGA Recipient, and their right to object or exclude themselves from the settlement of Named Plaintiffs' class action, among other things.

57. Returned Class Notice. If an updated address is obtained by way of a forwarding address on a returned Class Notice, then the Settlement Administrator will promptly re-mail the original Class Notice to the forwarding address via first class U.S. Mail indicating on the original Class Notice the date of such re-mailing. If a Class Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a single skip-trace search to obtain an updated address, and promptly re-mail the original Class Notice by first class U.S. Mail to any updated addresses located. The Settlement Administrator is only required to re-mail a Class Notice once. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members, when necessary.

58. Due Process. Compliance with the procedures described in this Settlement Agreement will constitute due and sufficient notice to Class Members of this Settlement and the Final Approval Hearing, will satisfy the requirements of due process, and nothing else will be required of the Named Plaintiffs, Class Counsel, Defendants, Counsel for Defendants, or the Settlement Administrator to provide notice of the Settlement and Final Approval Hearing to Class Members.

J. PROCEDURE FOR CHALLENGING WORKWEEKS

59. If a Settlement Class Member wishes to challenge the accuracy of the Workweeks credited to him or her as set forth in the Class Notice, that Settlement Class Member must submit a written and signed statement by fax, email, or mail, along with any supporting documents or other supporting evidence to the Settlement Administrator, postmarked by the Response Deadline. A challenge of Workweeks must contain (1) the disputing person's full name, current address, last four digits of his or her Social Security number, and signature, (2) the case name and number, (3) a clear statement of the number of Workweeks that he or she contends are correctly attributable to him or her, and (4) attach any and all supporting papers. No faxed or e-mailed challenge will be timely if dated after the Response Deadline. No mailed challenge will be timely if postmarked after the Response Deadline.

60. Defendants' records will be presumed determinative. The Settlement Administrator must provide copies of all challenges to Class Counsel and Defense Counsel within three (3) business days of receipt. Counsel for the Parties will meet and confer to evaluate the information and/or evidence submitted by the Class Member. If counsel for the Parties are unable to resolve the Workweeks challenge, the dispute will be decided by the Settlement Administrator. If the Settlement Administrator is unable to resolve the dispute, it will be presented to the Court for determination by the Court at the Final Approval Hearing.

K. OPT-OUT PROCEDURE

61. Class Members may exclude themselves from and opt out of the settlement of Named Plaintiffs' class action claims by submitting a written request by fax, email, or mail, to be excluded from the class action settlement ("Request for Exclusion") to the Settlement Administrator, with a transmission date (if by fax or email) or postmarked date (if by mail) no later than the Response Deadline. The Request for Exclusion must contain: (1) the person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement indicating that the person seeks to be excluded from the Settlement, and (3) the case name and number. The date of transmission will be the exclusive means used to determine whether a faxed or e-mailed Request for Exclusion has been timely submitted. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a mailed Request for Exclusion has been timely submitted. Any Class Member who is validly excluded from this Settlement as provided in this paragraph will not receive any Individual Class Payment, shall have no right to object to the Settlement, and shall not be bound by the class claims releases contained in this Agreement. All Settlement Class Members will be bound by the terms and conditions of this Settlement, the Final Approval Order, the judgment, and the releases set forth herein, and will waive all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

62. The Settlement Administrator will provide a final report of the number of Class Members who opt out of the Settlement. Defendants shall have the right at its sole discretion to terminate the Settlement if more than 5% of the Settlement Class submits timely and valid

Requests for Exclusion. If Defendants elect to exercise its right under this paragraph, Defendants shall be liable solely for administrative costs of the Settlement Administrator selected by the Parties.

L. OBJECTION PROCEDURE

63. Except as set forth above, any Class Member who has not opted-out may object to the Settlement, or any portion thereof, by mailing, faxing, or emailing a written objection, and supporting papers, if any, to the Settlement Administrator via the contact information that is set forth in the Class Notice. To be timely, all objections must have a transmission date of or be postmarked no later than the Response Deadline. A written objection must contain (1) the objecting person's full name, current address, last four digits of his or her Social Security number, and signature, (2) a clear statement of the person's reasons for objecting, (3) the case name and number, (4) any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations, (5) whether the person has a legal representative and provide said legal representative's contact information, (6) and whether the person intends to appear at the Final Approval Hearing. A Class Member who desires to object but who fails to comply with the objection procedure set forth herein shall be deemed to have not objected. However, a Class Member may appear at the Fairness Hearing and lodge their objection with the Court. The Settlement Administrator shall promptly send all objections to Class Counsel and Defense Counsel, and shall submit all timely objections to the Court by way of declaration. Any Class Member who submits an objection remains eligible to receive monetary compensation from the Settlement. Class Counsel and Defense counsel shall have the option to file a response to any written objections submitted in accordance with this Settlement, at least five (5) calendar days before the Final Approval Hearing.

64. Fairness Hearing. Any Settlement Class Member may appear at the Fairness Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Settlement Agreement or the Settlement.

M. NO RIGHT TO OBJECT OR OPT-OUT OF PAGA CLAIM SETTLEMENT

65. The Parties agree there is no right for any Class Member or PAGA Recipient to object, opt out or otherwise exclude himself or herself from the PAGA Claim Settlement. Nor is there any right for any Class Member or PAGA Recipient to dispute the value of the Individual PAGA Payment provided to them under the PAGA Claim Settlement. The Parties further agree there is no right or opportunity for any Class Member or PAGA Recipient to appeal the approval by the Court of the PAGA Claim Settlement. The Parties will jointly defend against any appeal taken by any Class Member or PAGA Recipient, entity, or agency of the Court's approval of the PAGA Claim Settlement. Except as otherwise stated, Named Plaintiff will vigorously defend against any attempt by any person or by any entity or agency to intervene in this matter or object to, or opt-out of the PAGA Claim Settlement.

N. FINAL APPROVAL, JUDGMENT ORDER AND FINAL JUDGMENT

66. If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, Class Counsel will timely move the Court for an Order granting final approval of the Settlement.

67. Class Counsel and Defense Counsel may file a memorandum addressing any objections submitted by Class Members.

68. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to determine if the Parties agree to modify the Agreement, modify the Motion for Final Approval and/or the supporting declarations and documents, and/or otherwise satisfy the Court's concerns as necessary to obtain Final Approval.

O. DISPURSEMENT OF GROSS SETTLEMENT AMOUNT

69. Payment of Attorney's Fees and Attorney's Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Class Counsel. All Class Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney's Fees and Attorney's Costs amongst Class Counsel, before payments for Attorney's Fees and Attorney's Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to Class Counsel for the payments made pursuant to this Paragraph. Defendants' payment of the Attorney's Fees and Attorney's Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to Class Counsel, of attorney's fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney's fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Named Plaintiffs and/or any Settlement Class Member or PAGA Recipient. The Parties further agree that Class Counsel's Attorney's Fees and Attorney's Costs shall be for all attorney's fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys working on behalf of Named Plaintiffs and/or and Settlement Class Members or PAGA Recipients.

70. Payment of Representative Enhancement Award. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Named Plaintiffs.

71. Settlement Administration Costs. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

72. Payment to LWDA. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the

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LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

73. Issuance of Individual Class Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Class Payments to the Settlement Class Members' last known mailing address. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Any Individual Class Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Settlement Class Member involved, and will then perform a single re-mailing. Any Individual Class Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Administrator may send Settlement Class Members a single check combining the Individual Class Payment and Individual PAGA Payment.

74. Issuance of Individual PAGA Payments. Within fifteen (15) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Recipients' last known mailing address. Any Individual PAGA Payment checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Recipient involved, and will then perform a single re-mailing. Any Individual PAGA Payment check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Recipients shall remain valid and negotiable for 180 days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date.

75. Calculation of Individual Class Payments.

a. All Settlement Class Members will receive an Individual Class Payment. The amount of each Settlement Class Members' Individual Class Payment will be calculated based on the total number of workweeks each Settlement Class Member worked as a non-exempt hourly employee in California during the Class Period.

b. The Class Period Workweek Value will be calculated by the Settlement Administrator once the Net Settlement Amount is determined based on the amounts approved by the Court for the Attorney's Fees, Attorney's Costs, the Representative Enhancement Award, the LWDA Payment, and Settlement Administration Costs.

c. To establish the Class Period Workweek Value, the Settlement Administrator will first determine the Total Class Period Workweeks for all Settlement Class Members from the Class List.

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e. The Individual Class Payment to each Settlement Class Member will be determined by multiplying the Class Period Workweek Value by the Settlement Class Member's total number of workweeks worked as a non-exempt hourly employee in California during the Class Period.

76. Calculation of Individual PAGA Payments.

a. All PAGA Recipients will receive an Individual PAGA Payment. The amount of each PAGA Recipient's Individual PAGA Payment will be calculated based on the total number of workweeks each PAGA Recipient worked as a non-exempt hourly employee in California during the PAGA Period.

b. To establish the PAGA Period Workweek Value, the Settlement Administrator will first determine the Total PAGA Period Workweeks for all PAGA Recipients from the Class List.

d. The Individual PAGA Payment to each PAGA Recipient will be determined by multiplying the PAGA Period Workweek Value by the PAGA Recipient's total number of workweeks worked as a non-exempt hourly employee in California during the PAGA Period.

P. ESCALATOR CLAUSE

77. Escalator Clause. In the event that the total number of workweeks worked by all Class Members during the Class Period exceeds 230,000, Defendants will have the choice to either: (a) increase the Gross Settlement Amount by the "Escalation Dollar Amount," or (b) change the end date of the Class and PAGA Periods to such earlier date that causes the Total Class Period Workweeks to be 230,000 or less. The "Escalator Dollar Amount" will be calculated by multiplying the Class Period Workweek Value by the number of Total Class Period Workweeks that exceed 230,000.

a. At least five (5) court days prior to the hearing for Plaintiffs' Motion for Preliminary Approval, Defendants' counsel will provide Plaintiffs' counsel whether or not the escalator clause has been triggered and Defendants' election per Paragraph 77 of this Settlement Agreement.

Q. TAX PROVISIONS

78. Tax Treatment of Individual Class Payments. Each Individual Class Payment will be allocated as follows: Ten percent (10%) as wages (to be reported on an IRS Form W-2), and ninety percent (90%) as interest and penalties (to be reported on an IRS Form 1099). The employers' share of payroll taxes will be paid by Defendants separately from and in addition to the Gross Settlement Amount.

79. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

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80. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Named Plaintiffs, Settlement Class Members, PAGA Recipients, and Class Counsel, IRS Form W-2s as necessary, IRS Form 1099s as necessary, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement, and for forwarding all penalties to the appropriate government authorities.

81. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

82. Circular 230 Disclaimer. Each party to this Agreement (for purposes of this section, the “Acknowledging Party” and each party to this agreement other than the acknowledging party, an “Other Party”) acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement. Defendants, Defense Counsel, Named Plaintiffs and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Named Plaintiffs, Settlement Class Members and PAGA Recipients are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, or by the Settlement Administrator in this regard. Named Plaintiffs, Settlement Class Members and PAGA Recipients understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

83. Taxes or Penalties Assessed. Named Plaintiff will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Defendants, Defense Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

R. UNCLAIMED PAYMENTS AND COMPLETION OF ADMINISTRATION PROCESS

84. This is an all-in, cash settlement with no possibility of reversion to Defendants. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring

Settlement Class Members or PAGA Recipients to submit any claim as a condition of payment.

85. Any uncashed settlement checks after One Hundred and Eighty (180) days shall revert to the Office of the Controller's Unclaimed Property Fund in the name of the Class Member or PAGA Recipient who did not cash his/her individual settlement payment check. If the Court does not approve of such, the Parties will agree upon a cy pres recipient within the meaning of CCP §384.

86. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Class Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

S. MISCELLANEOUS PROVISION

87. Publicity. Named Plaintiffs will not communicate the fact of, or the terms of, this Agreement to members of the press, including to Verdicts and Settlements. Named Plaintiffs and Class Counsel will not publish the fact of, or terms of, the Settlement or any related information on any website or social media platform for publicity or advertising purposes and/or in publication materials generally available to the public.

88. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of final judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of this MOU; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in the Settlement Agreement.

89. Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

90. The Parties' settlement is expressly conditioned upon the Court's approval of the Settlement.

91. No Effect on Employee Benefits. Amounts paid to Named Plaintiffs, Settlement Class Members and PAGA Recipients pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendants.

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

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

94. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

95. Amendment or Modification. This Settlement Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

96. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendants. Named Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement Agreement to a third party.

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

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

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

100. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic and scanned copies of the signature page, will be deemed to be one and the same instrument.

101. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all

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Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Agreement.

102. Waiver of Certain Appeals. In the event the Court grants Final Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement Agreement except as to the right to appeal Attorneys' Fees and Attorneys' Costs in the event it is not approved as described above.

103. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

105. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

107. The Parties each acknowledge and agree that they have read and fully understand the contents of this MOU, that they have been represented by counsel, and that they have had the time and opportunity to receive the advice of counsel in entering into this settlement and MOU.

Dated: 03/09/2026

Maria Vazquez
Maria Vazquez (Mar 9, 2026 14:17:18 PDT)

Plaintiff Maria Vazquez

Dated: _____

Plaintiff Arturo Basulto

Dated: _____

Plaintiff Jose Maravilla

Dated: _____

Plaintiff Anthony Rodarte

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

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Dated: _____

Dated: 3/12/2026 _____

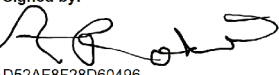
Dated: _____

Dated: 3/12/2026 _____

Plaintiff Maria Vazquez
Signed by:

5936B701904943E...

Plaintiff Arturo Basulto

Plaintiff Jose Maravilla
Signed by:

D52AF8F28D60496...

Plaintiff Anthony Rodarte

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

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107. The Parties each acknowledge and agree that they have read and fully understand the contents of this MOU, that they have been represented by counsel, and that they have had the time and opportunity to receive the advice of counsel in entering into this settlement and MOU.

Dated: _____

Plaintiff Maria Vazquez

Dated: _____

Plaintiff Arturo Basulto

Dated: 03/13/2026

Jose Maravilla

Plaintiff Jose Maravilla

Dated: _____

Plaintiff Anthony Rodarte

[ADDITIONAL SIGNATURES ON FOLLOWING PAGE]

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

Dated: _____

Defendant Crash Champions, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, Inc.

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

APPROVED AS TO FORM:

Dated: March 12, 2026



Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.
Counsel for Defendants

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

Dated: _____

Defendant Crash Champions, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, Inc.

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC

Counsel for Plaintiff Maria Vazquez

Dated: March 12, 2026

JCL Law Firm, APC

Counsel for Plaintiff Maria Vazquez

Dated: 3/13/2026

Mooradian Law, APC

Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP

Counsel for Plaintiff Jose Maravilla

Dated: 3/12/2026

Signed by:

David Lavi Esq.

E&L, LLP

Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.

Counsel for Defendants

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

Dated: _____

Defendant Crash Champions, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, Inc.

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC
Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC
Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC
Counsel for Plaintiff Arturo Basulto

Dated: 03/13/2026

Joseph Lavi

Lavi & Ebrahimian, LLP
Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP
Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.
Counsel for Defendants

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

Dated: 3/16/2026

Signed by:

Seth Ingall

Defendant Crash Champions, LLC

By: Seth Ingall (name)

Chief Legal Officer (title)

Dated: 3/16/2026

Signed by:

Seth Ingall

Defendant MT Collision Centers, Inc.

By: Seth Ingall (name)

Chief Legal Officer (title)

Dated: 3/16/2026

Signed by:

Seth Ingall

Defendant MT Collision Centers, LLC

By: Seth Ingall (name)

Chief Legal Officer (title)

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC

Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC

Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC

Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP

Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP

Counsel for Plaintiff Anthony Rodarte

Dated: _____

Littler Mendelson P.C.

Counsel for Defendants

*Joint Stipulation of Class and PAGA Settlement and Release
Crash Champions Wage and Hour Cases
(Judicial Council Coordination Proceeding No. 5340)*

Dated: _____

Defendant Crash Champions, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, Inc.

By: Seth Ingall (name)
Chief Legal Officer (title)

Dated: _____

Defendant MT Collision Centers, LLC

By: Seth Ingall (name)
Chief Legal Officer (title)

APPROVED AS TO FORM:

Dated: _____

Zakay Law Group, APLC

Counsel for Plaintiff Maria Vazquez

Dated: _____

JCL Law Firm, APC

Counsel for Plaintiff Maria Vazquez

Dated: _____

Mooradian Law, APC

Counsel for Plaintiff Arturo Basulto

Dated: _____

Lavi & Ebrahimian, LLP

Counsel for Plaintiff Jose Maravilla

Dated: _____

E&L, LLP

Counsel for Plaintiff Anthony Rodarte

Dated: 3/17/2026



Littler Mendelson P.C.

Counsel for Defendants

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Crash Champions Wage and Hour Cases
Superior Court of the State of California, County of Los Angeles
Judicial Council Coordination Proceeding No. JCCP5340

To: All persons who are employed or have been employed by Crash Champions, LLC, MT Collision Centers, Inc., or MT Collision Centers, LLC (“Defendants”) as a non-exempt employee, including non-exempt employees of entities acquired by Defendants who worked for Defendants in California at any time between October 31, 2018 and [Class Period end date] (the “Class”):

THIS NOTICE is of a proposed settlement of the above-referenced class action and Private Attorney General Act (“PAGA”) representative action lawsuit (the “Lawsuit”), and a court hearing that you may attend. Your rights may be affected by the legal proceedings in this Lawsuit. The Court will conduct a hearing on [Final Approval Hearing Date] to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement (“Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member and possible PAGA Recipient in the above Lawsuit. Under the terms of the proposed settlement, you are estimated to receive \$[INSERT AMOUNT] based on the number of eligible weeks that you worked for Defendants in California between October 31, 2018 and [Class Period end date] (the “Class Period”) as your share of the Settlement should the Court approve the Settlement. Please note your actual share of the Settlement may be more or less than this estimate. Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your full settlement payment, no further action is required. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. By accepting your full settlement payment, you will be bound by the terms of the Settlement and will give up your right to sue on the Released Class Claims and Released PAGA Claims described in Section IV under the provisions titled “Released Class Claims” and “Released PAGA Claims.”
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by [Response Deadline] (see Section V(B) for more details on how to opt-out). If you opt-out of the settlement of the Class Claims, you will no longer be a Class Member, and you will (1) neither receive any settlement payment for the Class Claims nor release any Class Claims as set forth in Section IV, and (2) be barred from filing an objection to the Settlement. You still will receive a payment as part of the civil penalties paid pursuant to the California Private Attorneys General Act of 2004 (“PAGA”) and will release your claims for such civil penalties.
OBJECT	If you decide to object to the Settlement with respect to the Released Class Claims because you find it unfair or unreasonable, you must submit an objection by [Response Deadline] (see Section V(C) for more details on how to object).

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Crash Champions Wage and Hour Cases*, Los Angeles County Superior Court, Judicial Counsel Coordination Proceeding No. JCCP5340 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Defendants’ records show that you were employed and worked as a non-exempt employee in California at some point during the Class Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by and work or worked for Defendants as a non-exempt employee in California at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. The purpose of this

Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On October 31, 2022, Plaintiff Maria Vazquez filed a putative class and PAGA action, entitled *Maria Vazquez v. MT Collision Centers, Inc. et al.*, Los Angeles County Court Case No. 22STCV34689, through her attorneys. The following four putative class and/or PAGA actions were filed at later dates.

1. *Arturo Basulto v. MT Collision Centers, LLC et al.*, Orange County Court Case No. 30-2023-01340093, filed on August 3, 2023;
2. *Jose Maravilla v. Crash Champions, LLC*, Los Angeles County Superior Court Case No. 24STCV00728, filed on January 10, 2024;
3. *Jose Maravilla v. Crash Champions, LLC*, Los Angeles County Superior Court Case No. 24STCV07635, filed on March 26, 2024; and
4. *Anthony Rodarte v. Crash Champions, LLC*, Santa Clara County Superior Court Case No. 24CV432852, filed on March 11, 2024.

On October 8, 2024, the above actions were coordinated under the title of “Crash Champions Wage and Hour Cases (“Judicial Council Coordination Proceeding No. 5340”) before the Los Angeles County Superior Court. The plaintiffs in these actions, Maria Vazquez, Arturo Basulto, Jose Maravilla and Anthony Rodarte are referred to in this Notice as the “Named Plaintiffs”. The actions allege wage and hour violations on behalf of the Class. The Lawsuit alleges that Defendants violated various Labor Code sections by failing to pay all required minimum, regular, and overtime wages, failing to provide meal periods and rest breaks, failing to timely pay final wages, failing to reimburse necessary business expenses, failing to provide sick pay, failing to pay vacation wages, and failing to provide accurate and complete wage statements during the Class Period. The Lawsuit also sought equitable relief under the Unfair Competition Law. All these claims are called the “Class Claims.” The Lawsuit also sought, on behalf of the California Labor Workforce Development Agency (“LWDA”), civil penalties pursuant to PAGA as a representative action. The civil penalty claims are called “PAGA Claims” and the relevant period for PAGA claims is August 24, 2021 through [PAGA Period end date] (“PAGA Period”).

The Court has not ruled on the merits of Named Plaintiffs’ factual or legal allegations in the Lawsuit. Defendants have denied, and continue to deny, the factual and legal allegations in the Lawsuit and believes that Defendants have been and are currently in compliance with California law or have valid defenses. By settling, Defendants are not admitting liability on any of Named Plaintiffs’ factual legal allegations in the Lawsuit or that the case can proceed as a class action and/or a representative action.

After considering the risks, expenses, and inconvenience of continued litigation, Defendants and Named Plaintiffs have concluded that it is in their best interests and the interests of the Class Members to settle the Lawsuit on the terms summarized in this Notice. The Settlement was reached following an arm’s length mediation with a respected and experienced mediator after the Parties exchanged extensive information. By approving the Settlement and issuing this Notice, the Court is not suggesting which party would win or lose this case if it went to trial.

The Named Plaintiffs and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Defendants, the risk of denial of class certification or representative status, the inherent risk of trial on the merits, and the delays and uncertainties associated with such litigation.

If you are still employed by Defendants, this Settlement will NOT affect your employment. California law strictly prohibits unlawful retaliation. Defendants will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member regardless of whether the Class Member chooses to participate or not in the Settlement. If a Class Member does not participate as to the Class Claims, his/her share of the settlement of the Class Claims will be paid to those who do participate.

[SPACE INTENTIONALLY LEFT BLANK]

III. Who are the attorneys representing the Parties?

Attorneys for Named Plaintiffs and Class Members:	Attorneys for Defendants:
JCL LAW FIRM, APC Jean-Claude Lapuyade, Esq. jlapuyade@jcl-lawfirm.com 5440 Morehouse Drive, Suite 3600 San Diego, CA 92121 T: 619-599-8292 ZAKAY LAW GROUP, APLC Shani O. Zakay, Esq. shani@zakaylaw.com 3110 Camino del Rio South, Suite 308 San Diego, CA 92108 T: 619-255-9047 Mooradian Law, APC Zorik Mooradian, Esq. Haik Hacopian, Esq. zorik@mooradianlaw.com haik@mooradianlaw.com 24007 Ventura Blvd., Suite 210 Calabasas, CA 91302 T: 818-487-1998 E&L, LLP David Lavi, Esq. Arie Ebrahimian, Esq. dlavi@ebralavi.com arie@ebralavi.com 6300 Wilshire Blvd., Suite 1740 Los Angeles, CA 90048 T: 213-213-0000 Lavi & Ebrahimian, LLP Joseph Lavi, Esq. Vincent C. Granberry, Esq. Jovahn Wiggins, Esq. jlavi@lelawfirm.com vgranberry@lelawfirm.com jwiggins@lelawfirm.com 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA 90211 T: (310) 432-0000	LITTLER MENDELSON, P.C. Gregory Iskander, Esq. Daniel Xuli, Esq. giskander@littler.com dxuli@littler.com Treat Towers 1255 Treat Boulevard, Suite 600 Walnut Creek, CA 94597 T: 925-932-2469

IV. What are the terms of the Settlement?

On [Preliminary Approval Date], the Court certified the Class, for settlement purposes only and approved a representative class comprised of all persons who are employed or have been employed by Defendants as a non-exempt employee, including non-exempt employees of entities acquired by Defendants who worked for Defendants, in the State of California during the PAGA Period. (“PAGA Recipients”). Individuals who do not opt-out of the settlement of the Class Claims, pursuant to the procedures set forth in this Notice, will become “Settlement Class Members”, be mailed settlement checks, and be bound by the Settlement and release certain wage and penalty claims against Defendants.

Without admitting any wrongdoing, Defendants have agreed to pay \$4,250,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved Apex Class Action LLC to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$20,430.00 will be paid from the Gross Settlement Amount to pay the Settlement Administration Costs.

Settlement Administrator
Apex Class Action LLC 18 Technology Drive, Suite 154 Irvine, California 92618 Office: +1.800.355.0700

Penalties to the California Labor Workforce and Development Agency. The Labor Code Private Attorneys General Act (“PAGA”) authorizes employees to file lawsuits to attempt to recover civil penalties on behalf of other PAGA Recipients and the State of California for alleged Labor Code violations. Under the Settlement, \$200,000.00 of the Gross Settlement Amount will be allocated to Plaintiffs’ PAGA Claims. Of the \$200,000.00, \$150,000.00 will be paid to the California Labor Workforce and Development Agency (“LWDA”) in satisfaction of the claims for civil penalties under PAGA, and the remaining \$50,000.00 will be divided between all PAGA Recipients based on the number of workweeks worked during the PAGA Period. You do not have the right to opt-out or exclude yourself from receiving the civil penalties paid to pursuant to PAGA. Review the information below to determine if you are an PAGA Recipient and eligible to receive a share of the \$50,000.00 allocation:

Do you Qualify as an PAGA Recipient?	Workweeks Worked as an PAGA Recipient	Your Share of PAGA Penalties
YES/NO	INSERT	\$INSERT

Enhancement Payments to Named Plaintiffs. Class Counsel will ask the Court to award the Named Plaintiffs an Representative Enhancement Award in the amount of \$10,000.00 each to compensate them for their efforts during the Action provided on behalf of the Class Members and in exchange for a general release of their claims. The Named Plaintiffs will also receive their individual share of the Settlement as Class Members.

Attorneys’ Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or costs. Class Counsel will ask for fees of up to one-third (\$1,416,666.67) of the Gross Settlement Amount as compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$60,000.00 for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Class Payments to Class Members. After deducting the amounts above from the Gross Settlement Amount, the balance will form the “Net Settlement Amount” for distribution to Settlement Class Members. The Net Settlement Amount will total approximately \$. Calculations of Individual Class Payments will be as follows: the Settlement Administrator will divide the Net Settlement Amount by the sum of all workweeks worked by the Settlement Class Members as non-exempt hourly employees in California during the Class Period to determine a “Class Period Workweek Value”. The Class Period Workweek Value will be multiplied by the number of workweeks worked by each Settlement Class Member as a non-exempt hourly employee in California during the Class Period to determine the “Individual Class Payment,” prior to legal deductions and/or withholdings, for each Settlement Class Member. If any Class Member opts-out of the Settlement, his/her Individual Class Payment will be distributed to all Settlement Class Members (i.e., those who do not opt-out). Review the information below to determine your share as a Class Member:

Workweeks Worked as a Class Member During the Class Period	Your Share of the Net Settlement Amount
INSERT	\$INSERT

Disputes to Workweeks Credited. For each Class Member, the weeks worked during the Class Period and the PAGA Period will be calculated from Defendants' records. If you disagree with the numbers above, you may submit evidence by fax, email, or mail to the Settlement Administrator on or before [Response Deadline] to establish the number of workweeks you claim you worked for Defendants in California as a non-exempt hourly employee during the relevant periods. **DO NOT SEND ORIGINALS AS DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The Parties will evaluate the evidence submitted by the Class Member and discuss in good faith how many workweeks should be credited to the Class Member.

Payments to Settlement Class Members. After the Court grants Final Approval of the Settlement and judgment is entered, settlement checks will be mailed to Settlement Class Members. For PAGA Recipients who requested to be excluded from the settlement of the Class Claims, their settlement checks will only be for their share of PAGA civil penalties for release of the PAGA Claims. Settlement Class Members and PAGA Recipients will have 180 days from the issuance of the last check to cash all of the checks. After 180 days, the check will no longer be valid and negotiable and the funds will be paid to the California State Controller's Office in the name of the Settlement Class Member or PAGA Recipient, so that the Settlement Class Member or PAGA Recipient can attempt to collect the funds at a later date through the California State Controller's Office.

Allocation and Taxes. Ten percent 10% of the Individual Class Payment distributed to each Settlement Class Member will be considered and reported as wages (Form W-2 reporting). The remaining ninety percent (90%) will be considered and reported as interest and penalties (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Individual Class Payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest and penalty distribution; however, the payments will be reported on IRS Form 1099 as income. Individual PAGA Payments shall be paid one hundred percent (100%) as civil penalties for which no taxes shall be withheld and for which payment will be reported on IRS Form 1099. Settlement Class Members and PAGA Recipients are responsible for the proper income tax treatment of the Individual Class Payments and Individual PAGA Payments. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Class Payments or Individual PAGA Payments. Settlement Class Members and PAGA Recipients will be solely responsible for the proper income tax treatment and payment of any taxes and penalties assessed on their Individual Class Payments or Individual PAGA Payments. Settlement Class Members and PAGA Recipients should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Released Class Claims. Upon the final approval of the Settlement by the Court and Defendants' funding of the Gross Settlement Amount, Named Plaintiffs and all Settlement Class Members will fully release and discharge Defendants and any of their subsidiaries, predecessors, successors, members, managers, affiliates, acquired entities, and otherwise related entities, and any of its past, present and/or future, direct and/or indirect, officers, directors, partners, investors, shareholders, administrators, parent companies, divisions, assigns, and joint ventures (the "Released Parties") from all causes of action and claims, charges, complaints, liens, and/or demands, that were alleged in the Action or reasonably could have been alleged or pled based on the allegations, the facts, statutory citation or legal theories contained in the Action, including but not limited to all of the following claims for relief: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek) and any theory of failure to pay any and all wages for all time worked; failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to reimburse business expenses; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; failure to keep accurate and complete payroll records; and unfair competition; (B) any claim brought under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.4, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2800, 2802, and 2810.5 and all related provisions of the California Code of Regulations, the California Industrial Welfare Commission Wage Orders, and the California Business & Professions Code sections 17200 et seq.; (C) all claims for failure to pay for any time worked or spent before "clocking in" or after "clocking out,"; (D) all claims relating to any alleged unlawful "rounding" of hours worked; (E) all claims that any Released Party is liable for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or Class Members; (F) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (G) all claims that Named Plaintiffs or the Class Members may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to Class Counsel pursuant to the Settlement Agreement. These released claims and damages are hereinafter referred to as "Released Class Claims."

Released PAGA Claims. Upon the Court’s final approval of the Settlement and Defendants’ funding of the Gross Settlement Amount, Named Plaintiffs—in their individual capacities and on behalf of the State of California and the LWDA—and all PAGA Recipients shall completely release and discharge the Released Parties of all claims for civil penalties under PAGA that were alleged in the Action or reasonably could have been alleged or pled based on the allegations, the facts, statutory citation or legal theories contained in the Action, including but not limited to all of the following theories of liability for civil penalties under PAGA: (A) failure to pay minimum wages, failure to pay regular wages, failure to pay overtime wages (including any theory of unpaid overtime based upon work performed in excess of 40 hours in one week, in excess of 8 hours in one day, in excess of 12 hours in one day, and for working a seventh consecutive day in any workweek) and any theory of failure to pay any and all wages for all time worked; failure to provide or pay premium payments for meal periods; failure to provide or pay premium payments for rest periods; failure to reimburse business expenses; failure to provide complete and accurate wage statements; failure to timely pay wages upon termination; failure to keep accurate and complete payroll records; and unfair competition; (B) any alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.4, 248.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5 and all related provisions of the California Code of Regulations, and the California Industrial Welfare Commission Wage Order; (C) any alleged failure to pay for any time worked or spent before “clocking in” or after “clocking out”; (D) any alleged unlawful “rounding” of hours worked; (E) all claims that any Released Party is liable for the attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Named Plaintiff or PAGA Recipients; (F) all claims that any Released Party is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (G) all claims that Named Plaintiff or the PAGA Recipients may have against the Released Parties relating to the payment, taxation, and allocation of attorney’s fees and costs to Class Counsel pursuant to the Settlement Agreement. These released claims and damages are hereinafter referred to as “Released PAGA Claims.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order and judgment at or following the Final Approval Hearing finally approving the Settlement.

V. What options do I have?

- A. Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of workweeks credited, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.
- B. Exclude Yourself from the Class Claims in the Settlement.** If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending a written Request for Exclusion by fax, email, or mail to the Settlement Administrator [APEX ADDRESS, FAX, EMAIL], dated or postmarked no later than [Response Deadline] with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The date of transmission will be the exclusive means used to determine whether a faxed or e-mailed Request for Exclusion has been timely submitted. The date of the postmark on the mailing envelope will be the exclusive means used to determine whether a mailed Request for Exclusion has been timely submitted.

The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS IN THE CRASH CHAMPIONS WAGE AND HOUR LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT OF CLASS CLAIMS CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION PORTION OF THIS LAWSUIT.”

Any person who files a timely Request for Exclusion from the settlement of Class Claims, upon receipt: (1) will not have any rights under this Settlement with respect to the Class Claims, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any money for the Class Claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, with respect to the Class Claims. You still will be bound by this Settlement with respect to the release of the PAGA Claims.

- C. Object to Settlement.** You also have the right to object to the terms of the Settlement with respect to the Class Claims if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Class Claims portion of the Settlement, you must submit a written objection stating your full name, your address, your telephone number, the last four digits of

your social security number or your date of birth, your dates of employment with Defendants, the case name and number, the name and address of your attorney(s) if you are represented, your signature, and each specific reason in support of your objection. You must also include any documentation or evidence in support of the objection, if any. Objections must be in writing and mailed, faxed, or emailed to the Settlement Administrator, [APEX ADDRESS, FAX, EMAIL], by no later than [Response Deadline]. Objections that do not include all required information, or that are not submitted timely, may not be considered by the Court. You need not object to the Settlement if you only dispute the number of workweeks credited. To dispute the number of the number of workweeks credited, please refer to the directions provided under the provision entitled “Calculation of Individual Class Payments to Class Members” in Section IV of this Notice.

If you choose to object to the Class Claims portion of the Settlement, you may also appear at the Final Approval Hearing scheduled for [Final Approval Hearing Date], at [] a.m. in Department 15 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You do not need to submit a written objection beforehand. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [], 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who does not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VI. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour and unfair competition laws. If you are a Class Member and do not elect to exclude yourself from the settlement of Class Claims, you will be deemed to have entered into this Release and released the Class Claims in this Lawsuit, described above in Section IV under the provision titled “Released Class Claims.” All PAGA Recipients will be deemed to have entered into a release of the PAGA Claims, described above in Section IV under the provision titled “Released PAGA Claims.” If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, the Class Counsel’s request for attorneys’ fees and reimbursement of documented litigation costs, and the Representative Enhancement Awards to the Class Representatives on [Final Approval Hearing Date] at [] a.m. in Department 15 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

VIII. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you can access an electronic version of this Notice and other important documents in this Lawsuit, including the Settlement Agreement and operative complaint, by visiting this website: [INSERT APEX WEBSITE HERE] and entering your password: [INSERT APEX ASSIGNED ACCESS CODE]. You may also contact counsels at the contact information listed in Section III above. You can also access records for this Lawsuit by utilizing the online access for such files provided by Los Angeles County Superior Court, located at: <https://www.lacourt.ca.gov>. To access the case file for this Lawsuit, click on “Access a Case”, then “Find Case Information”, then “Civil Case Access”. Then type in the case number, “JCCP5340” where requested, and click “Search”.

These deadlines will be strictly enforced. To be considered timely, any Requests for Exclusion and objections to the Settlement must be postmarked by the above-stated deadlines. Any Requests for Exclusion and objections to the Settlement that are not postmarked on or before these deadlines will be deemed untimely and disregarded.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**