

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act Claim (“Settlement Agreement”) is made by and between, on the one hand, Freddie Solis (“Plaintiff”), individually, and on behalf of all other similarly situated Alleged Aggrieved Employees and the State of California, and on the other hand, Defendants WMBE Payrolling, Inc. dba TargetCW (“TargetCW”) and Neutron Holdings, Inc. dba Lime (“Lime”) (TargetCW and Lime will be referred to collectively as “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

A. Definitions

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” or “Lawsuit” means and refers to *Freddie Solis v. WMBE Payrolling Inc. dba TargetCW, et al.*, Case No. 37-2020-00015614-CU-OE-CTL, currently pending in the Superior Court of the State of California, County of San Diego.
2. “Active Date” means the latest of: (i) the Effective Date, if no objection is made or filed to the Settlement Agreement; (ii) if an objection is made or filed, but no appeal is filed, the expiration of the deadline for any appeals; and (iii) if an objection is made or filed, and an appeal is filed, the date that an appeal is resolved resulting in a court order approving this Settlement Agreement.
3. “Agreement” or “Settlement Agreement,” shall mean this Settlement Agreement and Release of PAGA Claim, including any attached Exhibits.
4. “Attorney’s Fees and Costs” means the amount of money for which Plaintiff’s Counsel shall make application to the Court, and the amount shall not exceed one-third of the Gross Settlement Amount with respect to attorney’s fees (not to exceed \$155,883.33), and actual costs not to exceed \$20,000.00, which shall be paid out of the Gross Settlement Amount.
5. “Court” or “Judge” shall mean the Superior Court of the State of California, County of San Diego.
6. “Defendants’ Counsel” means and refers to Alston & Bird LLP (for TargetCW) and Sheppard Mullin Richter & Hampton LLP (for Lime).
7. “Effective Date” means the date that the Court enters the Final Order and Judgment.
8. “Eligible Pay Period” means any pay period worked by an Alleged Aggrieved Employee in California during the Statutory Period.
9. “Final Order and Judgment” means the Court’s order approving this Settlement Agreement, which order shall also constitute a judgment under California Rule of Court 3.769.
10. “Funding Date” means thirty (30) business days after the Active Date.
11. “Gross Settlement Amount” or “GSA” means the maximum settlement amount that Defendants will pay in connection with this Settlement, which is Four Hundred Sixty Seven

Thousand Five Hundred Dollars and No Cents (\$467,500.00). Each Defendant shall pay one-half of the GSA, and no part of the GSA shall revert to Defendants.

12. “LWDA Settlement Proceeds” means the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the California Labor & Workforce Development Agency (“LWDA”).

13. “Net Settlement Amount” is the amount that remains after deducting Plaintiff’s Counsel’s Attorney’s Fees and Costs, and the Settlement Administrator’s fees and costs, from the Gross Settlement Amount.

14. “Notice” means the written notice that will be sent to the Alleged Aggrieved Employees with payment after the Final Order and Judgment is entered by the Court and the Active Date occurs, in a form substantially similar to Exhibit A hereto and as approved by the Court.

15. “Alleged Aggrieved Employees” means all individuals employed by TargetCW and provided by TargetCW to Lime to work as a mechanic in California for at least one Eligible Pay Period.

16. “PAGA Settlement” or “Settlement” means the settlement of the Action as memorialized in this Agreement.

17. “PAGA Period” or “Statutory Period” means March 22, 2019 to March 31, 2020.

18. “Plaintiff’s Counsel” means Crosner Legal, P.C. and Law Offices of J. Kirk Donnelly.

19. “Released Parties” means the named Defendants, WMBE Payrolling, Inc. dba TargetCW and Neutron Holdings, Inc. dba Lime, and each of and all of their respective past, present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, co-employers, dual employers, service providers, contracting partners, subcontractors, employee benefit plans and fiduciaries thereof, and all other persons and/or entities acting under, by, through or in concert with any of them.

20. “Settlement Administrator” means CPT Group, Inc.

B. General

21. On or about January 30, 2020, Plaintiff sent a PAGA Notice to the LWDA via its online portal, with copies to Defendants via U.S. Certified Mail, alleging the following claims against Defendants: (1) failure to keep accurate payroll records, (2) failure to authorize and provide meal periods, (3) failure to authorize and provide rest periods, (4) failure to pay minimum wages, (5) failure to pay regular wages, (6) failure to pay overtime wages, (7) failure to provide paid sick leave, (8) failure to provide sick leave notification, (9) failure to pay for all wages, (10) violation of Labor Code section 223, (11) violation of Labor Code section 216, (12) failure to provide accurate and complete wage statements, (13) unlawful deductions, (14) violation of Labor Code sections 1198 and 1199, (15) failure to indemnify for necessary business expenditures, (16) misclassification, and (17) failure to pay all wages due upon discharge. On May 26, 2020, Plaintiff filed the Action in the San Diego County Superior Court, which incorporated Plaintiff’s PAGA

Notice to the LWDA by reference and alleged a single cause of action under PAGA. The Action asserts PAGA representative claims for civil penalties, and an award of reasonable attorney's fees and costs, pursuant to PAGA.

22. Defendants deny all of Plaintiff's claims and allegations, as referenced in the Lawsuit and/or the PAGA Notice, and further deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit (or otherwise).

23. The Parties have conducted a thorough investigation into the facts of the Action. This included exchanging extensive data and information as well as documents relating to the underlying alleged violations. After attending a full day of mediation with an experienced wage and hour mediator, Deborah Saxe, Esq., the Parties believe the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of Plaintiff's and the Alleged Aggrieved Employees' PAGA claims, and it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA claims Plaintiff and the Alleged Aggrieved Employees have against Defendants or any of the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendants.

24. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. Cal. Lab. Code §§ 2698, *et seq.* Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as is the case here, or does investigate and determines a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

25. California Labor Code § 2699(1)(2) provides "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part."

26. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. **Terms of Settlement**

27. Subject to the Court's approval of the Settlement pursuant to Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

28. Upon the Court entering the Final Order and Judgment and the Active Date occurring, Defendants shall pay a non-reversionary Gross Settlement Amount of Four Hundred Sixty Seven Thousand Five Hundred Dollars and No Cents (\$467,500.00), with each Defendant paying one-half of the Gross Settlement Amount. The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs associated with settlement administration (e.g. preparing and mailing payments to LWDA and Alleged Aggrieved Employees, tax documentation, etc.) shall be paid from the GSA and shall

not exceed \$10,000.00. Subject to Court approval, the Parties agree to use CPT Group, Inc. as the Settlement Administrator.

- b. **Attorney's Fees and Costs:** The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid up to one-third of the GSA (\$155,833.33) as reasonable attorney's fees, plus actual litigation costs not to exceed \$20,000.00, incurred in connection with work performed to litigate the Action and obtain Court approval of the Settlement, which amounts will be paid from the GSA. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's counsel for the Attorney's Fees and Costs. In no circumstance(s) shall Defendants be liable for any payment(s) of Attorney's Fees and Costs.
- c. **Net Settlement Amount:** After deducting Attorney's Fees and Costs and Settlement Administration Costs from the Gross Settlement Amount, the remainder forms the Net Settlement Amount ("NSA") (which totals at least approximately \$281,666.67 if the amounts set forth above are approved by the Court). The Net Settlement Amount shall be all inclusive, encompassing all payments to the LWDA and Alleged Aggrieved Employees.
- e. **Net Settlement Amount Allocation:** The NSA of approximately \$281,666.67 shall be allocated Seventy Five Percent (75%) to the LWDA Settlement Proceeds, which are estimated to total approximately \$211,250.00. The remaining Twenty Five Percent (25%) of the NSA, approximately \$70,416.67, and referred to as the Alleged Aggrieved Employee Settlement Proceeds, shall be paid to the Alleged Aggrieved Employees on a pro rata basis as noted below, which shall be referred to as the Alleged Aggrieved Employee's Individual Penalty Share.
- f. **Taxes and Reporting:** Each Alleged Aggrieved Employee's Individual Penalty Share will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 to the respective Alleged Aggrieved Employee, if applicable, and applicable governmental authorities.

D. Release as to the PAGA Representative Claims

29. Upon approval by the Court of this settlement, Plaintiff, individually and in his representative capacity on behalf the State of California and all Alleged Aggrieved Employees, will fully and finally release and discharge the Released Parties, from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA, for the duration of the PAGA Period, based on the factual and legal allegations pled in the operative Complaint in the Action, and/or claims for civil penalties under PAGA that could have been alleged in the Action based on the facts asserted in the operative Complaint, and/or Plaintiff's LWDA letter, with respect to all alleged violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, including but not limited to the following provisions: California Labor Code §§ 201-203, 204, 210, 216, 221-223, 226, 226.7, 227.3, 245-248.5, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802 and 2699; and all provisions of any and all applicable Industrial Welfare Commission Wage Orders (the "Released PAGA Claims"). Each Alleged Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it.

30. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on

government agencies and any aggrieved employee not a party to the proceeding,” which the Final Order and Judgment shall so reflect. The Final Order and Judgment shall not bind nor release the Alleged Aggrieved Employees of any individual wage claims (or other individual claims). However, in accordance with *Arias*, the Final Order and Judgment shall be binding on the Alleged Aggrieved Employees as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the PAGA Employees Alleged Aggrieved Employees.

E. Settlement Approval and Implemental Procedures

31. Plaintiff’s Counsel shall prepare a motion for approval of the Settlement pursuant to California Labor Code § 2699(1)(2), advocating the Settlement is fair, adequate, and reasonable, and Defendants shall not oppose such a motion provided Plaintiff’s Counsel sends a draft of the motion for approval to Defendants’ Counsel at least seven (7) business days before filing. Defendants’ Counsel will work with Plaintiff’s Counsel to provide Plaintiff’s Counsel with, and allow Plaintiff’s Counsel to submit to the Court, adequate information related to the Released PAGA Claims to obtain approval of the Settlement pursuant to a reasonable request by Plaintiff’s Counsel. Plaintiff’s Counsel shall submit this Agreement and the motion seeking approval of the settlement to the LWDA at the same time such documents are filed with the Court.

32. Upon the Court entering the Final Order and Judgment, and within ten (10) business days after the Active Date, the Settlement Administrator shall send Defendants’ Counsel electronic wiring instructions to fund the Gross Settlement Amount.

33. Twenty (20) business days after the Active Date, Defendants will send to the Settlement Administrator a list of all Alleged Aggrieved Employees including each Alleged Aggrieved Employee’s: (1) full name; (2) last known address; (3) social security number; and (4) the number of Eligible Pay Periods he or she worked (the “Alleged Aggrieved Employees List”). The fact that Defendants may not possess/maintain/know any or all of the Alleged Aggrieved Employees’ contact (or other) information shall not constitute a breach of this Agreement or be grounds for enforcement, including as set forth in Paragraph 49, below. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the Alleged Aggrieved Employee in question, or by order of the Court.

34. On or before the Funding Date, Defendants shall wire to the Settlement Administrator their respective contributions of the non-reversionary Gross Settlement Amount of Four Hundred Sixty Seven Thousand Five Hundred Dollars and Zero Cents (\$467,500.00).

35. The Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address (“NCOA”) search and/or skip trace to update the addresses of the Alleged Aggrieved Employees, (ii) issuing the Notice and payments to Plaintiff and the Alleged Aggrieved Employees, (iii) issuing any required IRS forms, and (iv) issuing payment to the LWDA and Plaintiff’s Counsel.

36. Each Alleged Aggrieved Employee’s Individual Penalty Share shall be calculated by the Settlement Administrator as follows: the Alleged Aggrieved Employee Settlement Proceeds shall be divided by the total Eligible Pay Periods worked by all Alleged Aggrieved Employees during the Statutory Period to yield the “Alleged Aggrieved Employee Settlement Share Value.” Each Alleged Aggrieved Employee shall be paid the amount equal to their individual Eligible Pay Periods multiplied by the Alleged Aggrieved Employee Settlement Share Value.

37. All disbursements to the Alleged Aggrieved Employees, the LWDA, the Settlement Administrator, and Plaintiff's Counsel required under this Settlement Agreement shall be made within ten (10) business days after Defendants fully fund the GSA. Prior to disbursement, the Settlement Administrator will forward its calculations of the Alleged Aggrieved Employee Individual Penalty Shares to all counsel, and receive approval from all counsel as to such amounts, prior to making any disbursements.

38. Alleged Aggrieved Employees shall have 90 calendar days after mailing to cash their settlement checks. If any Alleged Aggrieved Employee's check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each respective Alleged Aggrieved Employee. Neither Defendants, Defendants' Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement will be paid out to Alleged Aggrieved Employees, whether or not they all cash the settlement check. Therefore, Defendants will not be required to pay any interest on said amount. In no circumstance(s) shall Defendants be liable for any interest payment(s).

39. The Settlement Administrator shall post the signed, filed Final Order and Judgment on its website, and the Notice shall inform the Alleged Aggrieved Employees how to access and view the Final Order and Judgment.

40. By no later than 120 days after mailing settlement checks to all Alleged Aggrieved Employees, the Settlement Administrator shall provide Plaintiff's Counsel and Defendants' Counsel with a declaration setting forth the disbursements that were actually made to the Alleged Aggrieved Employees, LWDA, and Unclaimed Property Fund (if applicable).

F. Miscellaneous Provisions

41. **Limitation on Number of Eligible Pay Periods:** Defendants have represented there are approximately 7,474 Eligible Pay Periods worked by the Alleged Aggrieved Employees during the Statutory Period. If the actual number of Eligible Pay Periods exceeds 8,221 (i.e., 110 percent of 7,474), the Parties agree to meet and confer in good faith regarding a potential increase to the Gross Settlement Amount. If the Parties are unable to come to a mutual agreement, Plaintiff may in his sole discretion void this Settlement Agreement upon providing seven (7) court days notice to Defendants.

42. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void by a court of competent jurisdiction. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

43. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

44. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

45. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and Defendants' counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Final Order and Judgment.

46. **No Prior Assignments:** The Parties hereto 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 rights released and discharged by this Settlement Agreement.

47. **No Admission:** Defendants deny any and all liability to Plaintiff and/or the Alleged Aggrieved Employees in this Lawsuit, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendants also have taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

48. **Binding Settlement:** Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

49. **Enforcement Actions:** This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under Section 664.6 or otherwise or separate legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

50. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly

given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Zachary M. Crosner
Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills CA 90210

To Defendant TargetCW:

Martha S. Doty
Alston & Bird LLP
333 S. Flower St., 16th Floor
Los Angeles CA 90071

To Defendant Lime:

Jennifer G. Redmond
jredmond@sheppardmullin.com
Lucky Mainz
lmein@sheppardmullin.com
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco CA 94111

51. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement.

52. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

53. **Modification:** This Settlement Agreement may not be materially changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. Non-material changes requested by the Court may be made upon stipulation signed by all counsel. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

54. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

55. **Integration Clause:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or

written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

55. **Continuing Jurisdiction**: After entry of the Final Order and Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, including but not limited to effectuating dismissal of the Action with prejudice following full compliance with the Final Order and Judgment; and (iii) such post-Final Order and Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

56. **Waiver of Appeals**: The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement.

57. **Publicity**: With respect to the Settlement, Plaintiff, Defendants, Defendants' Counsel, and Plaintiff's Counsel agree not to publicize, contact the media, or disclose to the public any information about the Settlement or the negotiation process, with the exception of informing the Court of the manner in which the Settlement was obtained, and the reasons in support of the fairness of the Settlement only insofar as necessary to obtain Court approval of the settlement of the Dispute. With respect to the terms of this Settlement, Plaintiff's Counsel agree not to post the terms of the Settlement on their website or initiate contact with the media about its terms or the negotiations. If asked by the media, Plaintiff's Counsel and Plaintiff agree to state, "The matter was amicably settled. Any further information about the settlement may be obtained by going to the Court's website." Plaintiff and Plaintiff's Counsel agree that they will not circumvent this agreement by facilitating or encouraging any Alleged Aggrieved Employee or any other individual to do what Plaintiff and Plaintiff's Counsel have agreed not to do.

58. **Mutual Release**: It is agreed by and between TargetCW and Lime and their parents, subsidiaries, affiliates, holding companies, predecessors, successors, assigns and agents that each releases the other of and from any and all claims or causes of action of any kind, known or unknown, asserted or unasserted, related to or arising out of the Lawsuit. Defendants agree that all such claims between them related to or arising out of the Lawsuit have been resolved and that neither TargetCW nor Lime will seek to recover any sum from the other or any of the other's parents, subsidiaries, affiliates, holding companies, predecessors, successors, assigns or agents based upon the settlement amount paid or legal fees or costs incurred in the Lawsuit. All claims for indemnity and contribution are hereby waived and released as they relate to the Lawsuit.

59. **Binding On Assigns**: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

60. **Counterparts**: This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

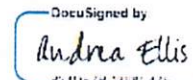
Dated: 01/25/2022

By: 
Freddie Solis

Dated: 2/8/2022

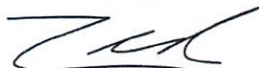
By: 
WMBE Payrolling, Inc. dba TargetCW

Dated: 1/28/2022

By: 
Neutron Holdings, Inc. dba Lime

Crosner Legal, P.C.

Dated: 01/25/2022

By: 
Zachary M. Crosner, Attorneys for Plaintiff

Alston & Bird LLP

Dated: 2/7/22

By: 
Martha S. Doty, Attorneys for WMBE
Payrolling, Inc. dba TargetCW

Sheppard, Mullin, Richter & Hampton LLP

Dated: 2/1/2022

By: 
Lucky Mainz, Attorneys for Neutron
Holdings, Inc. dba Lime