

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement” or “Agreement”) is made by and between plaintiff Bill Wood (“Plaintiff”), individually, and on behalf of the proposed PAGA Group and the State of California as a Private Attorneys General, and defendant Beltmann Group Incorporated d/b/a Beltmann Relocation Group (“Defendant” or “Beltmann”) (collectively, the “Parties”), by and through their respective counsel of record. The Parties hereby agree to the following Settlement which, if approved by the Court, resolves the pending case entitled *Wood v. Beltmann Group Incorporated* (Case No. 8:20-cv-02092-JLS (ADS)) filed in the United States District Court for the Central District of California (the “Action” or “Lawsuit”) as between them.

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” or the “Lawsuit” means the civil lawsuit entitled *Wood v. Beltmann Group Incorporated* (Case No. 8:20-cv-02092-JLS (ADS)) pending in the United States District Court for the Central District of California.
- B. “Court” means the United States District Court for the Central District of California.
- C. “Rule 68 Judgment Amount” means the maximum amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00), which is the total amount Defendant agrees to pay under this Agreement.
- D. “Settlement” means the disposition of the Lawsuit and all related claims as between the Parties effectuated by Plaintiff’s acceptance of Defendant’s Rule 68 Offer of Judgment and this Agreement.
- E. “PAGA” means California’s Private Attorneys General Act (*Cal. Lab. Code* §§ 2698, *et. seq.*)
- F. “LWDA” means California’s Labor and Workforce Development Agency.
- G. “Plaintiff Counsel,” “PAGA Counsel” or “Plaintiff and PAGA Counsel”

means J.B. Twomey of Twomey Law, P.C.

- H. “Defense Counsel” means William Bradford Richards, Jr., Katherine Carol Den Bleyker, and Sohini Sushen Gautam of O’Hagan Meyer LLP.
- I. “PAGA Claims” means all claims for PAGA civil penalties that Plaintiff alleged, or could have reasonably alleged, against Defendant which arise out of the allegations set forth in Plaintiff’s operative Third Amended Complaint (“TAC”) in this Lawsuit and Plaintiff’s PAGA Notice.
- J. “PAGA Period” means the period from August 26, 2019 through April 5, 2023.
- K. “PAGA Group” or “PAGA Members” means the fifty-five (55) person(s)/entity(ies) classified as independent contractors who performed deliveries—including final mile deliveries, or other deliveries to destinations that were not necessarily final destinations—for Defendant in the State of California during the PAGA Period.
- L. “PAGA Pay Period(s)” means for each PAGA Member the weekly pay periods during the PAGA Period, if any, that the PAGA Member performed deliveries for Defendant. PAGA Pay Periods are based on the start dates and, where applicable, termination dates of the Contractor Operating Agreement and Lease (“COAL”)—also referred to as an Independent Contractor Operating Agreement (“ICOA”)—under which each PAGA Member performed deliveries during the PAGA Period.
- M. “Aggregate PAGA Pay Periods” means the approximately 5,149 PAGA Pay Periods that the PAGA Group performed deliveries for Defendant during the PAGA Period.
- N. “Gross PAGA Settlement” means the amount of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) payable from the Rule 68 Judgment Amount to settle all claims under the PAGA.
- O. “Settlement Administrator” means ILYM Group, Inc., the administrator proposed by Plaintiff and agreed upon by Defendant that, if approved by the Court, will perform all functions of administering the Gross PAGA Settlement as described herein.
- P. “Settlement Administrator’s Fees and Expenses” means the amount of

THREE THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$3,465.00).

- Q. “Net PAGA Settlement” means the Gross PAGA Settlement of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), less (1) Settlement Administrator’s Fees and Expenses in administering the Gross PAGA Settlement, and (2) PAGA Counsel’s Fees and Litigation Expenses Payments as set forth herein or otherwise as the Court orders.
- R. “PAGA LWDA Payment” means ONE HUNDRED SIX THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$106,151.25), *i.e.*, seventy-five percent (75%) of the Net PAGA Settlement payable to the LWDA.
- S. “PAGA Group Payment” means THIRTY-FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$35,383.75), *i.e.*, twenty-five percent (25%) of the Net PAGA Settlement payable *pro rata* to the PAGA Members, as detailed further below.
- T. “Individual PAGA Member Payment” means the amount payable from the Net PAGA Settlement to each PAGA Member. The Individual PAGA Member Payment shall be calculated pursuant to this Agreement and considered penalties for tax reporting purposes.
- U. “PAGA Data” means, for each PAGA Member, the PAGA Member’s: name; last known mailing address and telephone number; Social Security number; any other information that the Settlement Administrator requires to identify the PAGA Members; and the number of PAGA Pay Periods attributable to that PAGA Member. Defendant shall provide the PAGA Data in an electronic format reasonably acceptable to the Settlement Administrator. PAGA Data is confidential information to be provided only to the Settlement Administrator for the administration of this Agreement. The Settlement Administrator will take all necessary measures to adequately secure the information.
- V. “PAGA Counsel’s Fees Payment” and “PAGA Counsel’s Litigation Expenses Payment” mean the amounts awarded to PAGA Counsel by the Court to compensate him for, respectively, his attorney’s fees and litigation expenses incurred in connection with the Lawsuit with respect to this Settlement, including his pre-filing investigation, filing and serving of the PAGA Notice, his filing of the Lawsuit and all related litigation activities, this Settlement, and all post-Settlement compliance and procedures, if

necessary. Defendant does not oppose the Court awarding PAGA Counsel a Fees Payment equal to twenty-five percent (25%) of the Gross PAGA Settlement. Defendant does not oppose the Court awarding PAGA Counsel a Litigation Expenses Payment as set forth herein.

- W. “Plaintiff’s Individual Settlement” means the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00) payable from the Rule 68 Judgment Amount to settle all Plaintiff’s Individual Claims and for Plaintiff’s General Release of all claims against the Released Parties, known and unknown.
- X. “Released Parties” means Defendant Beltmann Group Incorporated d/b/a Beltmann Relocation Group and each of its past, present, and future divisions, subsidiaries, partnerships, parent entities, affiliated companies, joint venturers, trusts, and other related entities, as well as each of their past present, and future owners, shareholders, directors, officers, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, benefit plans, predecessors, successors, assignees, managers, agents, consultants, contractors, accountants, insurers, reinsurers, attorneys, and employees.
- Y. “Effective Date” or “Rule 68 Judgment” means the date by which this Settlement is approved by the Court and an order of final judgment and dismissal with prejudice is entered by the Court with respect to the Lawsuit as between the Parties, and authorizes all payments as provided in this Settlement Agreement or otherwise as the Court orders.

II. RECITALS

- A. On January 28, 2020, Plaintiff sent notice to the LWDA—with copies sent via U.S. certified mail to Beltmann Group Incorporated, North American Van Lines, Inc. (“NAVL”), and CRST Specialized Transportation, Inc. (“CRST”) (collectively, “Defendants”)—alleging violations of wage and hour laws committed by Defendants and notifying the agency of his intent to pursue civil penalties against Defendants pursuant to PAGA (the “PAGA Notice”). Plaintiff submitted his PAGA Notice as a prerequisite of seeking civil penalties on behalf of himself, the State of California, and a group of “aggrieved employees” through a civil PAGA representative claim (Cal. Lab. Code § 2699.3(a)(1)(A)).
- B. On June 12, 2020, Plaintiff filed his initial Complaint for, *inter alia*, alleging violations of California’s Labor Code against Defendants, on an individual and representative basis. (Original Case No. 8:20-cv-01071-JLS-ADS.) The Court, *sua sponte*, dismissed the original action without prejudice for failure to plead

subject matter jurisdiction and failure to respond to the Court's Order to Show Cause.

- C. On October 29, 2020, Plaintiff re-filed his initial Complaint against Defendants in this Action (Case No. 8:20-cv-02092-JLS (ADS)), alleging the following 13 causes of action: (1) failure to provide overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to reimburse necessary business expenses; (5) failure to provide accurate wage statements; (6) statutory penalties for failure to pay wages during employment; (7) waiting time penalties; (8) failure to provide access to wage records; (9) failure to provide access to employment file; (10) unfair and unlawful conduct in violation of California's Unfair Competition Law ("UCL"); (11) civil penalties on behalf of himself, alleged "Aggrieved Employees," and the State of California under PAGA; (12) breach of written contract; and (13) breach of oral contract.
- D. On March 5, 2021, Defendant filed a Motion to Dismiss and/or Strike nine causes of action in Plaintiff's Complaint.
- E. On July 23, 2021, the Court granted Defendant's Motion, dismissing three claims with prejudice and six (including the PAGA claim) without prejudice.
- F. CRST and NAVL were dismissed from this Action on July 22, 2021 and July 26, 2021, respectively.
- G. On August 13, 2021, Plaintiff filed his First Amended Complaint ("FAC") against Defendant, alleging the following 10 causes of action: (1) failure to provide overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to reimburse necessary business expenses; (5) failure to provide accurate wage statements; (6) waiting time penalties; (7) failure to provide access to wage records; (8) failure to provide access to employment file; (9) unfair and unlawful conduct in violation of California's UCL; and (10) civil penalties on behalf of himself, alleged "Aggrieved Employees," and the State of California under PAGA.
- H. On August 27, 2021, Defendant filed a Motion to Dismiss and/or Strike the UCL and PAGA causes of action from Plaintiff's FAC.
- I. On February 28, 2022, the Court granted Defendant's Motion, dismissing Plaintiff's UCL claim with prejudice, and his PAGA claim without prejudice.
- J. On March 9, 2022, Plaintiff filed his Second Amended Complaint ("SAC")

against Defendant, which redefined the “aggrieved employees” as “Plaintiff and any and all of Defendants’ current and former non-exempt California employees who were misclassified as independent contractors from August 26, 2019 to present.” Plaintiff’s SAC alleged the following 9 causes of action: (1) failure to provide overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to reimburse necessary business expenses; (5) failure to provide accurate wage statements; (6) waiting time penalties; (7) failure to provide access to wage records; (8) failure to provide access to employment file (“Plaintiff’s Individual Claims”); and (9) civil penalties on behalf of himself, alleged “Aggrieved Employees,” and the State of California under PAGA.

- K. On March 23, 2022, Defendant filed a Motion to Dismiss and/or Strike Portions of the SAC relating to Plaintiff’s PAGA claim, based on the overbroad definition of “aggrieved employees.”
- L. On August 16, 2022, the Court granted Defendant’s Motion, but with leave to amend “so that Plaintiff may revise the SAC’s definition of the PAGA class to include only the following: ‘Plaintiff and any and all of Defendant’s current and former non-exempt final mile delivery drivers in California who were misclassified as independent contractors from August 26, 2019 to present.’”
- M. On August 19, 2022, Plaintiff filed his operative Third Amended Complaint (“TAC”) against Defendant, asserting Plaintiff’s Individual Claims and representative claim for penalties under the PAGA, and redefined the group of “aggrieved employees” as: “Plaintiff and any and all of Defendant’s current and former non-exempt final mile delivery drivers in California who were misclassified as independent contractors from August 26, 2019 to the present”—as the Court ordered (*i.e.*, “PAGA Claims”).
- N. On January 11, 2023, the Parties participated in a full-day mediation session with mediator Michael D. Young, Esq. The Action was not resolved at mediation.
- O. On March 22, 2023, Defendant served Plaintiff with DEFENDANT BELTMANN GROUP INCORPORATED’S OFFER OF JUDGMENT TO PLAINTIFF BILL WOOD PURSUANT TO FRCP 68, “in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00), inclusive of attorneys’ fees and costs, and interest, as full and complete satisfaction of all claims, causes of action, damages, penalties, or losses that Plaintiff claims to possess against Defendant which arise out of the allegations set forth in Plaintiff’s operative Third Amended Complaint in this lawsuit.”

- P. On April 5, 2023, Plaintiff filed his Notice of Acceptance of Defendant's Rule 68 Offer, stating in part, "Plaintiff will move the Court for an Order approving settlement of the PAGA Claim via a duly noticed Motion (including electronically submitting the same to the LWDA) that allocates a fair and adequate portion of the Judgment Sum toward resolution of the PAGA Claim, including requests for reasonable attorney's fees, out-of-pocket costs of suit, and PAGA settlement administration expenses be paid/awarded/reimbursed from the PAGA Claim allocation."
- Q. On June 17, 2023, Plaintiff moved the Court for an Order approving resolution of the PAGA Claims by filing his Motion for Approval of Settlement of the PAGA and Entry of Rule 68 Judgment ("Plaintiff's PAGA Motion"). The hearing on Plaintiff's PAGA Motion was set for August 11, 2023.
- R. On July 20, 2023, Defendant filed its Response to Plaintiff's PAGA Motion.
- S. On July 28, 2023, Plaintiff filed his Reply to Defendant's Response to Plaintiff's PAGA Motion.
- T. On August 9, 2023, the Court entered an Order in this Action, denying Plaintiff's PAGA Motion without prejudice, and stating and ordering, *inter alia*, "The Court will not consider any proposed settlement of the PAGA claims until the parties actually agree on the scope of the settlement and how funds should be allocated to resolve the PAGA claims. Any renewed motion for settlement approval must be filed with a copy of the parties' agreement."
- U. Accordingly, the Parties enter into this Agreement. It is the mutual desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims raised in or related in any way to the Action as between them. In order to achieve a full and complete release of the Released Parties, the Parties acknowledge that this Settlement is intended to include and resolve all claims arising from or related to the Lawsuit as more fully set forth in section III of this Agreement. This Settlement Agreement and Defendant's Rule 68 Offer represent a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement, Defendant's Rule 68 Offer, or Plaintiff's Notice of Acceptance of Defendant's Rule 68 Offer are intended or will be construed as an admission by Defendant or Plaintiff regarding the allegations in the complaints or answers.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Rule 68 Judgment Amount.** Subject to the terms and conditions of this Agreement or otherwise as the Court orders, and in consideration for settlement of the Lawsuit, the release of all claims and entry of judgment, Defendant agrees to pay the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$450,000.00), inclusive of attorneys' fees and costs, and interest, as full and complete satisfaction of all claims, causes of action, damages, penalties, or losses that Plaintiff alleged, or could have reasonably alleged, against Defendant which arise out of the allegations set forth in Plaintiff's operative Third Amended Complaint in this Lawsuit and Plaintiff's PAGA Notice (*i.e.*, Rule 68 Judgment Amount). The entire Rule 68 Judgment Amount will be disbursed pursuant to this Agreement, and none of it will revert to Defendant. The Rule 68 Judgment Amount is the maximum total amount that Defendant is obligated to pay for any and all purposes under this Agreement, except that Defendant will pay its share of payroll taxes owed on the Wage Portion of Plaintiff's Individual Settlement in addition to the Rule 68 Judgment Amount.
- B. The Gross PAGA Settlement in the amount of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) shall be remitted to the Settlement Administrator by Defendant within thirty (30) days of the Court approving this Settlement and entering judgment. The Settlement Administrator shall handle such monies pursuant to the terms of the Settlement or otherwise as the Court orders.
- C. **Settlement Terms and Conditions.** Subject to the terms and conditions of this Agreement, or otherwise as the Court orders, the Settlement Administrator will make the following payments out of the Gross PAGA Settlement:
1. **To the Settlement Administrator:** The Settlement Administrator, ILYM Group, Inc., chosen by Plaintiff and PAGA Counsel and approved by Defendant, shall be paid the Settlement Administrator's Fees and Expenses related to administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per PAGA Member, tax reporting, distributing all payments from the Gross PAGA Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein or as ordered by the Court to process this Settlement. The amount paid to the Settlement Administrator for its reasonable fees and expenses will be paid out of the Gross PAGA Settlement Amount, subject to Court approval and estimated not to exceed THREE THOUSAND FOUR HUNDRED

SIXTY-FIVE DOLLARS AND ZERO CENTS (\$3,465.00).

2. **To the LWDA:** Using best efforts and as soon as practicable, but in no event later than thirty (30) days after Defendant making payment of the Gross PAGA Settlement Amount to the Settlement Administrator, the Settlement Administrator will remit to the LWDA the PAGA LWDA Payment portion of the Net PAGA Settlement Amount.
3. **To the PAGA Members:** Using best efforts and as soon as practicable, but in no event later than thirty (30) days after receiving the PAGA Data from Defendant, the Settlement Administrator will pay an Individual PAGA Member Payment to each PAGA Member.
 - a. **Calculation.** Each Individual PAGA Member Payment will be based on (a) the total number of PAGA Pay Periods attributable to the PAGA Member during the PAGA Period, (b) divided by the 5,149 Aggregate PAGA Pay Periods, (c) multiplied by the PAGA Group Payment portion of the Net PAGA Settlement. PAGA Pay Periods calculated for each PAGA Member are based on the start dates and, where applicable, termination dates of the Contractor Operating Agreement and Lease (“COAL”)—also referred to as an Independent Contractor Operating Agreement (“ICOA”)—under which the PAGA Member performed deliveries during the PAGA Period.
 - b. **Allocation.** Each Individual PAGA Member Payment shall be allocated as 100% penalties and shall be reported on an IRS Form 1099.
 - c. **PAGA Data to the Settlement Administrator.** At the same time or before Defendant makes payment of the Gross PAGA Settlement Amount to the Settlement Administrator, Defendant shall provide the Settlement Administrator the PAGA Data, as defined herein. Defendant shall provide the PAGA Data in an electronic format reasonably acceptable to the Settlement Administrator. The PAGA Data is confidential information to be provided only to the Settlement Administrator for the administration of this Agreement.
 - d. Using best efforts and as soon as practicable, but in no event later than thirty (30) days after receiving the PAGA Data, based on the information in the PAGA Data and the formula set forth above, the Settlement Administrator shall calculate each PAGA

Member's Individual PAGA Member Payment and make payment to each of them by way of a single check.

- e. The Settlement Administrator will mail the Individual PAGA Member Payment checks to all PAGA Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Gross PAGA Settlement.
- f. If an Individual PAGA Member Payment check is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) calendar days from receipt of the returned check, search for a more current address for the PAGA Member and re-mail the check to the PAGA Member. The Settlement Administrator will use the PAGA Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court order, and fee, as agreed to with PAGA Counsel and according to the deadlines, to trace the mailing address of any PAGA Member for whom a check is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing checks to any PAGA Members for whom new addresses are found. If an Individual PAGA Member Payment check is re-mailed, the Settlement Administrator will note for its own records and notify PAGA Counsel and Defense Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- g. If necessary, the Settlement Administrator shall conduct a National Change of Address search to update any addresses provided; and thereafter mail the Individual PAGA Member Payment check via first-class regular U.S. Mail, using the most current mailing address information provided by Defendant and/or obtained by the Settlement Administrator.
- h. Any Individual PAGA Member Payment check that is not claimed or not negotiated within 180 days after distribution by the Settlement Administrator shall be void. Any funds not distributed after the expiration of any Individual PAGA Member Payment

check shall escheat to the State of California Controller's Office to be held in the name of the PAGA Member who is the payee of the check.

- i. **No Reversion.** No portion of the Gross or Net PAGA Settlement, including any unclaimed Individual PAGA Member Payment check shall revert to Defendant. PAGA Members and the LWDA are entitled to 100% of the Net PAGA Settlement Amount. Defendant maintains no reversionary right to any portion of the Gross or Net PAGA Settlement Amount.
 - j. **Final Report by Settlement Administrator to Parties.** Within ten (10) business days after final disbursement of all funds from the Net PAGA Settlement, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of said funds.
4. **To PAGA Counsel:** PAGA Counsel will request/apply to the Court for an award of not more than twenty-five percent (25%) of the Gross PAGA Settlement, as his PAGA Counsel Fees Payment and an additional reasonable amount not to exceed FIVE THOUSAND DOLLARS AND ZERO CENTS \$5,000.00 as PAGA Counsel Litigation Expenses Payment and Defendant will not oppose these applications/requests. Subject to the terms and conditions of this Agreement or otherwise as the Court orders, using best efforts and as soon as practicable, but in no event later than thirty (30) days after Defendant making payment of the Gross PAGA Settlement to the Settlement Administrator, the Settlement Administrator will pay PAGA Counsel the amounts approved by the Court out of the Gross PAGA Settlement Amount. Payroll tax withholding and deductions will not be taken from PAGA Counsel's Fees Payment and/or PAGA Counsel's Litigation Expenses Payment and instead one or more Form(s) 1099 will be issued to PAGA Counsel with respect to those payments. If the Court approves a lesser amount of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expense Payment, the remainder will be retained in the Net PAGA Settlement and distributed as follows: seventy-five percent (75%) to the LWDA, and twenty-five percent (25%) distributed *pro rata* to PAGA Members. The ultimate amount of any award for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is to be determined by the Court. The Parties agree that, over and above the total amount of the Court-approved award for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, Plaintiff and Defendant shall each bear their own

fees and costs incurred by them or arising out of this Lawsuit, including attorneys' fees; the negotiation, execution, or implementation of this Settlement; and/or the process of obtaining, administering or challenging an order granting final order and judgment. The Parties will not seek reimbursement of any such fees and/or costs from any party to this Settlement Agreement or the Released Parties.

5. **Plaintiff's Individual Settlement.** Defendant will pay Plaintiff an Individual Settlement payment in the total amount of TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00), which is separate from in addition to the Individual PAGA Member Payment Plaintiff is entitled to receive as a PAGA Member.

- a. **Allocation.** Plaintiff's Individual Settlement will be allocated as follows: ten percent (10%) will be allocated as wages subject to withholding of all applicable local, state, and federal taxes (the "Wage Portion"); and ninety percent (90%) will be allocated as non-wage damages (such as reimbursement of out-of-pocket business expenditures incurred, statutory penalties, interest, and litigation costs and attorney's fees) from which no taxes will be withheld or other deductions made (the "Non-Wage Portion"). Defendant will separately pay the "employer" share of payroll taxes owed on the Wage Portion of Plaintiff's Individual Settlement.
- b. **Separate Payments.** Plaintiff's Individual Settlement will be paid in two separate payments as follows: (1) one Wage Portion payment in the amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), less all required payroll deductions and withholdings, made payable to William Wood, which shall be reported on an IRS W-2 Form; and (2) one Non-Wage Portion payment in the amount of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$225,000.00), made by wire transfer to Twomey Law, P.C. Client Trust Account, which shall be reported on an IRS Form 1099.
- c. **Timing and Method of Payments.** Plaintiff's Individual Settlement shall be delivered to Plaintiff's counsel, Twomey Law, P.C. within thirty (30) days of: (1) the Court approving this Settlement and entering judgment; (2) Defense Counsel's receipt of an executed W-4 Form for Plaintiff; (3) Defense Counsel's receipt of executed W-9 Forms for Plaintiff and Twomey Law, P.C.; and (4)

Defense Counsel's receipt of Twomey Law, P.C. Client Trust Account wire transfer instructions/information. Plaintiff's Wage Portion shall be delivered/sent/mailed to Twomey Law, P.C.'s physical address, 10940 Wilshire Boulevard, Suite 1600, Los Angeles, California 90024. Plaintiff's Non-Wage Portion shall be delivered by wire transfer to Twomey Law, P.C. Client Trust Account.

6. **Tax Obligations.** Each Party and each PAGA Member will be responsible for his, her, or its own tax obligations. The Parties agree and understand that neither Party has made any representations regarding the tax obligations or consequences, if any, related to this Settlement. The Parties agree that each Party and each PAGA Member is solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.
7. **Release of PAGA Claims.** Upon the Effective Date, Plaintiff and the PAGA Members shall be deemed to have full, finally, and forever released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties of and from all claims for PAGA civil penalties that Plaintiff alleged, or could have reasonably alleged, against Defendant which arise out of the allegations set forth in Plaintiff's operative TAC in this Lawsuit and Plaintiff's PAGA Notice (*i.e.*, PAGA Claims). The PAGA Members will not have the opportunity to opt out of, or object to, their respective Individual PAGA Member Payment and release of the PAGA Claims set forth herein. The PAGA Members are bound by the release of the PAGA Claims regardless of whether they deposit their Individual PAGA Member Payment check.
8. **Plaintiff's Release of Claims.**
 - a. **Plaintiff's General Release.** In exchange for the payment of Plaintiff's Individual Settlement amount, Plaintiff, for himself and for each of his past, present, or future spouses, agents, representatives, attorneys, heirs, executors, administrators, successors, beneficiaries, grantees, transferees, and assigns, does hereby release and forever discharge the Released Parties, of and from any and all charges, liabilities, claims, causes of action, complaints, damages, costs (including costs of suit and attorneys'

fees and expenses), or demands, of whatever nature, character, type, or description, whether known or unknown, existing or potential, fixed or contingent, suspected or unsuspected, foreseen or unforeseen, which Plaintiff has or asserts, or may hereafter have or assert, against the Released Parties by reason of any acts or omissions, events, or facts on the part of the Released Parties occurring any time before the Effective Date of this Agreement, including, but not limited to, any claims arising out of, or relating to, his relationship with the Released Parties (whether in the capacity of an employment, contractual, business, personal, or any other relationship); including, without limitation, any and all claims set forth, or that could have been set forth in his operative TAC, any alleged breach of any express or implied agreement; any alleged torts; and any alleged violation of any federal, state or local statute, legislation, or ordinance or any federal or state common law. Plaintiff's General Release does not extend to claims he cannot lawfully release.

- b. **ADEA Release/Older Workers Benefit Protection Act.** Plaintiff agrees and expressly acknowledges that this Agreement includes a waiver and release of all claims which he has or may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621, et seq. ("ADEA") ("ADEA Release"). The following terms and conditions apply to and are part of the ADEA Release under this Agreement:
- (i) This Section and this Agreement are written in a manner understood by Plaintiff.
 - (ii) The waiver and release of claims under the ADEA contained in this Agreement does not cover rights or claims that may arise after the Effective Date of this Agreement.
 - (iii) This Agreement provides for consideration in addition to anything of value to which Plaintiff already is entitled.
 - (iv) Plaintiff has been (and hereby is) advised to consult with an attorney before signing this Agreement.
 - (v) Plaintiff has been granted twenty-one (21) calendar days after being presented with this Agreement to decide whether or not to sign it. If he executes this Agreement before such period expires, he does so voluntarily and after having had the opportunity to consult with an attorney, and hereby waives the remainder of the twenty-one (21) day period.
 - (vi) Plaintiff has the right to rescind/revoke this Agreement within seven (7) days of signing this Agreement. In the event he rescinds/revokes this Agreement, it will be null and void in its entirety.
 - (vii) If Plaintiff wishes to rescind/revoke the Agreement, he shall deliver written notice stating his intent to rescind/revoke via

email to Defense Counsel on or before the seventh (7th) Day after executing this Agreement.

- c. **Plaintiff's Waiver of Unknown Claims under Section 1542 of the California Civil Code.** Plaintiff acknowledges, warrants, and represents that he is aware of, and familiar with, the provisions of *California Civil Code* § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff further acknowledges, warrants, and represents that he fully understands the effect and import of *California Civil Code* section 1542 and/or that it has been fully explained to him by his counsel, and that, after understanding its terms and/or after consultation with his counsel and notwithstanding the provisions of section 1542, he elects to, and hereby does, provide the foregoing releases and expressly waives and relinquishes all rights and benefits which he may have under *California Civil Code* section 1542 or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

Plaintiff acknowledges that he may hereafter discover facts different from, or in addition to, those which he now believes to be true with respect to any and all of his individual claims herein released. Nevertheless, Plaintiff hereby agrees that the general release set forth above shall be and remain effective in all respects, notwithstanding the discovery of such different or additional facts.

9. **Miscellaneous Terms.**

- a. **No Admission of Liability.** Defendant denies each and all of the claims alleged by Plaintiff in the Lawsuit. In addition, Defendant contends that it has complied with its obligations under California state law, Federal law, and local law. Neither this Settlement, nor any document referred to or contemplated herein, including Defendant's Rule 68 Offer of Judgment, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or

indication by or against Defendant of any fault, wrongdoing, or liability whatsoever. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

- b. **No Assignment.** Plaintiff represents and warrants that he is unaware of any claims he has made against the Released Parties other than in his PAGA Notice and in this Lawsuit and that he has not assigned or otherwise transferred any interest in any claim that he may have against the Released Parties. Plaintiff agrees to defend, indemnify, and hold the Released Parties harmless from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred as a result of any person asserting such assignment or transfer of any right or claims under any such assignment or transfer from Plaintiff.
- c. **Severability.** The provisions of this Agreement are severable. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts shall remain in full force and effect as if the invalid or unenforceable provision had not been a part of this Agreement.
- d. **Non-Disparagement and Neutral Reference.** Plaintiff agrees that he will not disparage, or act in any manner that might damage, the business or reputations of Defendant or otherwise attempt to injure or interfere with the Defendant's reputations, affairs, or business. Defendant agrees to provide Plaintiff with a neutral reference (that is, only confirming the start and end dates of the period during which he performed deliveries for Defendant) to any of Plaintiff's prospective employers.
- e. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.

- f. **Attorney Authorization.** Plaintiff and PAGA Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement.
- g. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
- h. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit to the successors of each of the Parties.
- i. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- j. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Lawsuit and have arrived at this Settlement and this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential, and will so represent to the Court.
- k. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- l. **Counterparts.** This Agreement may be signed by the Parties by facsimile or authenticated electronic signature technology, such as DocuSign, in separate signature pages known as counterparts, and the separate signature pages may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument.

- m. **Court's Retention of Jurisdiction.** The Court shall reserve exclusive and continuing jurisdiction over this Lawsuit until all obligations in this Settlement are satisfied, but solely for purposes of addressing payment, administration matters, and such other matters as may be appropriate under court rules or as otherwise ordered by the Court.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly-authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Sep 7, 2023

Date

9-7-2023

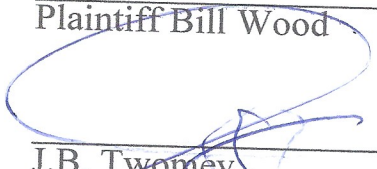
Date

Date

Date


william wood (Sep 7, 2023 15:13 PDT)

Plaintiff Bill Wood


J.B. Twomey
Twomey Law, P.C.
Attorney for Plaintiff Bill Wood

Defendant Beltmann Group Incorporated
d/b/a Beltmann Relocation Group

By: _____
Printed Name

Title: _____

Katherine C. Den Bleyker
William B. Richards, Jr.
Sohin S. Gautam
O'Hagan Meyer LLP
Attorneys for Defendant Beltmann Group
Incorporated d/b/a Beltmann Relocation
Group

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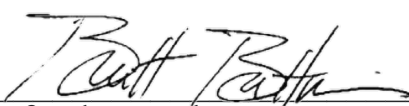
Plaintiff Bill Wood

Date

J.B. Twomey
Twomey Law, P.C.
Attorney for Plaintiff Bill Wood

September 7, 2023

Date



Defendant Beltmann Group Incorporated
d/b/a Beltmann Relocation Group

By: Brett Battina

Printed Name

Title: President & CEO

September 7, 2023

Date



Katherine C. Den Bleyker
William B. Richards, Jr.
Sohin S. Gautam
O'Hagan Meyer LLP
Attorneys for Defendant Beltmann Group
Incorporated d/b/a Beltmann Relocation
Group